

Board of Education Regular Meeting/Work Session

September 10, 2024 5:00 PM

MCS Administrative Offices

I. INDUCTION OF BOARD MEMBERS: Jeanette Price David Settles Jimmy Richardson III Butch Campbell Procedural Item	Vice Mayor Bill Shacklett
II. CALL TO ORDER Procedural Item	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance will be led by Maria Johnson, Human Resources Director	
B. Moment of Silence Procedural Item	
III. ELECTION OF BOARD CHAIR AND VICE-CHAIR Procedural Item	Ms. Lauren Bush
IV. APPROVAL OF AGENDA Action Item	Chair Butch Campbell
V. PUBLIC COMMENT Procedural Item	Chair Butch Campbell
VI. CONSENT ITEMS Consent Agenda	Chair Butch Campbell
A. Approval of 8-13-24 Board Minutes Consent Item	
B. Minor Changes to Board Policies Consent Item	
i. Approval of Board Policy 1.101 Role of the Board of Education on First and Final Reading Consent Item	
ii. Approval of Board Policy 1.102 Board Members Legal Status on First and Final Reading Consent Item	
iii. Approval of Board Policy 1.106-Code of Ethics on First and Final Reading Consent Item	
iv. Approval of Board Policy 1.205-Board-Director Relations on First and Final Reading Consent Item	
v. Approval of Board Policy 1.300 Board Committees on First and Final Reading Consent Item	
vi. Approval of Board Policy 1.401 Public Participation in Board Meetings on First and Final Reading Consent Item	
vii. Approval of Board Policy 1.402 Notification of Meetings on First and Final Reading Consent Item	

viii. Approval of Board Policy 1.600 Policy Development and Adoption on First and Final Reading Consent Item	
ix. Approval of Board Policy 1.804 Drug Free Workplace on First and Final Reading Consent Item	
x. Approval of Board Policy 2.402 Investment Earnings on First and Final Reading Consent Item	
xi. Approval of Board Policy 5.1061 Employment of Retirees on First and Final Reading Consent Item	
C. Second Reading of Board Policies Consent Item	
i. Approval of Board Policy 1.104, Memberships, on Second Reading Consent Item	
ii. Approval of Board Policy 1.108, Nepotism, on Second Reading Consent Item	
iii. Approval of Board Policy 1.204, Board Member Development Opportunities, on Second Reading Consent Item	
iv. Retirement of Board Policy 2.,4001, Federal School Meal Program, on Second Reading Consent Item	
v. Retirement of Board Policy 1.6011, Administration in the Absence of Policy, on Second Reading Consent Item	
D. Approval of Contract-For the Purchase of 20 Ram Promaster 3500 High Roof Van Consent Item	
E. Approval of Contract-Skyward Student Core Base Functionality Software Consent Item	
VII. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Board Policy 3.204, Threat Assessment Team, on Second Reading Consent Item	Ms. Lauren Bush
B. Approval of Board Policy 1.103 Board Evaluations, on First Reading Action Item	Ms. Lauren Bush
C. Approval of Budget Amendment-TDOE State Special Education Preschool Grant Action Item	Dr. Trey Duke
D. Approval of Budget Amendment-GP Fund 141-Director's Salary Action Item	Dr. Trey Duke
E. Approval of Budget Amendment-FY25 ESSER 3.0 Budget Action Item	Dr. Trey Duke
F. Approval of Budget Amendment-ARP Homeless Action Item	Dr. Trey Duke
G. Approval of Budget Amendment-Special Education Access for All Learning Network (AALN) K-8 Action Item	Dr. Trey Duke
H. Approval of Budget Amendment-FY25 21st CCLC Grant	Dr. Trey Duke

Action Item	
I. Approval of Budget Amendment-TDOE Voluntary Pre-K Action Item	Dr. Trey Duke
J. Approval of Budget Amendment-Title III Immigrant Action Item	Dr. Trey Duke
K. Approval of Contract-Reapproval of Palmer Hamilton Designs for Discovery School and Mitchell Neilson Schools Action Item	Dr. Trey Duke
VIII. WORK SESSION Information Item	Chair Butch Campbell
A. Review of the 2024-2025 Organizational Chart Information Item	Dr. Trey Duke
B. MCS By the Numbers Information Item	Dr. Trey Duke
C. Enrollment Update Information Item	Dr. Trey Duke
D. Certified Employee Data 2024-2025 Information Item	Ms. Maria Johnson
E. Insurance Update Information Item	Dr. Trey Duke
F. Achievement Data Overview and Instructional Focus Area Information Item	Dr. Trey Duke/Ms. Sheri Arnette
G. CIP Update Information Item	Mr. Don Bartch
H. 2024-2025 Director's Performance Evaluation Instrument Information Item	Ms. Lauren Bush
IX. OTHER BUSINESS Information Item	Chair Butch Campbell
X. ADJOURNMENT Action Item	Chair Butch Campbell

MINUTES

Board of Education Regular Meeting

August 13, 2024 6:00 PM

City Hall Council Chambers

I. CALL TO ORDER Procedural Item Present: Mr. Wesley Ballard, Ms. Karen Dodd, Ms. Barbara Long, Ms. Amanda Moore, Mr. Jimmy Richardson III, Mr. David Settles, Absent: Mr. Butch Campbell. In attendance: Dr. Trey Duke, Sheri Arnette, Daniel Owens, Maria Johnson, Don Bartch, Lisa Trail, Robin Newell, Jamara DeBerry, Shannon Linnell, Jeremy Lewis, Ken Rocha, Angela Fairchild, Sandy Scheele, April Zavisa, Will Bozeman, Eric Newell, Ballard family Assistant City Attorney Lauren Bush. City Liaison Bill Shacklett was absent.	Chair Butch Campbell
A. Pledge of Allegiance Procedural Item The Pledge of Allegiance was led by Jordyn DeBerry, a student at Cason Lane PreK, and Cameron Clark, a third grade student at Bradley Academy.	
B. Moment of Silence Procedural Item Vice Chair Jimmy Richardson asked that we remember Chair Campbell and his family during the moment of silence.	
II. APPROVAL OF AGENDA Action Item Motion to approve the agenda. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
III. COMMUNICATIONS Information Item	Mrs. Lisa Trail
A. The Best of MCS-Mr. Will Bozeman Procedural Item	Dr. Trey Duke
B. Spotlight on Education-New Teacher Mentor Supports Procedural Item Dr. Johnson presented a PowerPoint on the new teacher mentor program and all supports that we provide for first-year teachers.	Ms. Maria Johnson
C. Public Comment Procedural Item	Chair Butch Campbell
IV. CONSENT ITEMS Consent Agenda Motion to approve consent agenda.. This motion, made by Ms. Amanda Moore and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1	Chair Butch Campbell
A. Approval of 7-23-24 Board Minutes Consent Item	
B. Approval of Contract-JHA School Photography Consent Item	
C. Approval of Contract-Special Kids Agreement Consent Item	
D. Second Reading of Board Policies Consent Item	

Minutes
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August 13, 2024
Recorded by L. VanCleave

i. Approval of Board Policy 1.800 School Calendar on Second Reading Consent Item	
ii. Approval of Board Policy 3.301, Use of District Provided Cell Phones, on Second Reading Consent Item	
iii. Approval of Board Policy 6.406-Student Psychological Services on Second Reading Consent Item	
iv. Approval of Board Policy 6.407-Student Social Services on Second Reading Consent Item	
v. Approval of Board Policy 6.500 Special Education Students on Second Reading Consent Item	
vi. Approval of Board Policy 6.505 Students in Foster Care on Second Reading Consent Item	
V. ACTION ITEMS Action Item	Chair Butch Campbell
A. Approval of Resolution for Mr. Wesley Ballard Action Item Motion to approve the Resolution for Mr. Wesley Ballard. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 All members of the Board thanked Mr. Ballard for his service. Ms. Dodd said that he was so kind and welcoming when she joined the Board. Ms. Moore added that someone will have to take his place in asking, "how are we going to pay for this?" Ms. Moore also thanked him for his work as the City Schools Foundation Board liaison. Ms. Long said that she was honored to sit beside him on the Board. Mr. Settles added that someone will not only have to ask how we will pay for this, but also "does it make sense to do this at this time?" He thanked Mr. Ballard for his work and dedication to MCS. Mr. Richardson quoted President Theodore Roosevelt. He thanked Mr. Ballard for his service and for keeping the Board on the straight and narrow. Vice Chair Richardson presented Mr. Ballard with a crystal in honor of his service. Mr. Ballard was very appreciative of the gift and thanked the Board for allowing him to serve.	Dr. Trey Duke
B. Approval of FY24 Outstanding Internal Schools Accounts Payable as of June 30, 2024 Action Item Motion to approve FY24 Outstanding Internal Schools Accounts Payable as of June 30, 2024. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke
C. Approval of Contract and Budget Amendment-Ford Cargo Van Action Item Motion to approve Contract and Budget Amendment-Ford Cargo Van. This motion, made by Mr. David Settles and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1 Mr. Settles was concerned about taking money out of the gasoline line item because the price of gas is fluctuating. Mr. Owens said that we did not spend all of the money in the gasoline line last year, so based on that information, he feels comfortable making this move.	Dr. Trey Duke
D. Approval of Budget Amendment-Title IX McKinney Vento FY25 Action Item Motion to approve Budget Amendment-Title IX McKinney Vento FY25. This motion, made by Ms. Amanda Moore and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1	Dr. Trey Duke

<p>Dr. Duke explained that McKinney Vento cannot be used on emergency housing, so we will use this grant money to pay for emergency clothing, transportation, and food.</p> <p>Ms. Long asked how someone would go about applying for these funds. Dr. Duke explained that our social workers, family liaisons, classroom teachers, and school counselors, all work very closely to Ms. Carmen Maples, our homeless liaison.</p> <p>Mr. Settles asked how many homeless students we serve each year. Dr. Duke told him that we have 51 students as of today. He said that there was a significant increase in homelessness last year, and it is a growing population that we are serving.</p>	
<p>E. Approval of Budget Amendment-ARP Homeless Action Item Motion to approve Budget Amendment-ARP Homeless. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>F. Approval of Budget Amendment-Stronger Connections Grant Action Item Motion to approve Budget Amendment-Stronger Connections Grant. This motion, made by Ms. Karen Dodd and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>G. Approval of Budget Amendment-Robotics Action Item Motion to approve Budget Amendment-Robotics. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>H. Approval of Budget Amendment-Book Bus Action Item Motion to approve Budget Amendment-Book Bus. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1 Ms. Moore asked how this new program will change what he have done in the past with the book bus. Ms. Trail explained that the book bus served certain apartment complexes with books. The new van will have the ability to visit several different locations and will provide not only books, but wi-fi and computers for registration purposes. She explained that it will be an office on wheels, along with the fact that with the van being smaller, we will be able to get in and out of places easier and will give us more flexibility in that the driver wouldn't need a CDL. She added that the Foundation has dollars set aside to provide shelving and everything to make it look like a book bus.</p> <p>Mr. Settles asked if it will be called Bob the Book Bus. Ms. Trail said that we will bring the name back to the Board when we bring the contract back for approval.</p>	Dr. Trey Duke
<p>I. Approval of Memorandum of Understanding-Murfreesboro Police Department School Resource Officers Action Item Motion to approve Memorandum of Understanding-Murfreesboro Police Department School Resource Officers. This motion, made by Mr. Wesley Ballard and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>J. Approval of Contract-STARS Nashville Service Agreement Action Item</p>	Dr. Trey Duke

<p>Motion to approve Contract-STARS Nashville Service Agreement. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>K. Approval of Contract-CDW-G for Cybersecurity Software Action Item Motion to approve Contract- CDW-G for Cybersecurity Software. This motion, made by Ms. Barbara Long and seconded by Ms. Amanda Moore, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>L. Approval of Contract-Douglas Lawn Care Action Item Motion to approve Contract-Douglas Lawn Care. This motion, made by Ms. Barbara Long and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1 Ms. Dodd and Mr. Ballard were concerned that the bid for mowing was \$100,000.00 less than the next lowest bid. Ms. Bush explained that this company is a small family-owned business that does not need to provide worker's comp insurance; therefore, they can keep their bid low.</p>	Dr. Trey Duke
<p>M. Approval of Contract-Forte Action Item Motion to approve Contract-Forte. This motion, made by Ms. Amanda Moore and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>N. Approval of Cooperative Agreement-JHA-School Yearbooks Action Item Motion to approve Cooperative Agreement-JHA-School Yearbooks. This motion, made by Mr. Wesley Ballard and seconded by Mr. David Settles, passed. Yea: 6, Nay: 0, Absent: 1</p>	Dr. Trey Duke
<p>O. Approval of Board Policy 1.104, Memberships, on First Reading Action Item Motion to approve Board Policy 1.104, Memberships, on First Reading. This motion, made by Mr. David Settles and seconded by Ms. Barbara Long, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>P. Approval of Board Policy 1.108, Nepotism, on First Reading Action Item Motion to approve Board Policy 1.108, Nepotism, on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1</p>	Ms. Lauren Bush
<p>Q. Approval of Board Policy 1.204, Board Member Development Opportunities, on First Reading Action Item Motion to approve Board Policy 1.204, Board Member Development Opportunities, on First Reading. This motion, made by Ms. Barbara Long and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1 Mr. Ballard said that since we are in a time of trying to hire teachers fast and furious, do we check if anyone is related to an employee or directly under the supervision of a relative? Ms. Bush said that an employee cannot directly supervise a relative and HR does uphold that policy and do checks. She said that the old policy said that someone could not directly or indirectly supervise someone that they are related to, and we went back to the TSBA model policy in that it could be indirect supervision. Dr. Duke said that when that happens, he will alert the Board.</p>	Ms. Lauren Bush
<p>R. Retirement of Board Policy 1.6011, Administration in the Absence of Policy, on First Reading</p>	Ms. Lauren Bush

<p>Action Item Motion to approve Board Policy 1.6011, Administration in the Absence of Policy, on First Reading. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1</p>	
<p>S. Retirement of Board Policy 2.,4001, Federal School Meal Program, on First Reading Action Item Motion to approve Board Policy 2.,4001, Federal School Meal Program, on First Reading. This motion, made by Mr. David Settles and seconded by Ms. Karen Dodd, passed. Yea: 6, Nay: 0, Absent: 1</p>	<p>Ms. Lauren Bush</p>
<p>VI. REPORTS AND INFORMATION Information Item</p>	<p>Chair Butch Campbell</p>
<p>A. Review of Changes to Expense Allowances and Reimbursement Guidelines per Policy 2.804 Action Item Dr. Duke said that no action will be taken on this policy, but as an annual provision to the board, we are providing this to the Board. He said that the policy was last adjusted on March 12, 2024.</p>	<p>Dr. Trey Duke</p>
<p>B. Summer Feeding Report Information Item Sandy Scheele provided the summer feeding report. She informed the Board that it was another great year. She employed 37 workers, they went to 19 locations and fed 50,715 meals. Ms. Scheele told the Board that she had recently received an invitation from the previous Vice President to speak on a panel for Farm to School. Mr. Settles said that the Chow Bus is so beautiful for the city of Murfreesboro, and it shows that we do more than educate our kids. He said that it speaks to our connection to our city. He thanked Ms. Scheele and the Farm to School program staff.</p>	<p>Ms. Sandy Scheele</p>
<p>C. Director's Update Information Item Dr. Duke thanked Mr. Ballard for his time on the Board. He recognized Mr. Eric Newell in the audience. He said that he is the new City Schools Foundation president. Dr. Duke said that grants are now open and encouraged teachers to apply. Dr. Duke said that Mr Ballard has one more meeting and that will be our 8/27 board workshop at central office at 5:00 p.m. Dr. Duke also told the Board that we are still monitoring our enrollment every day. He said that tomorrow is the first full day of kindergarten and we will provide the Board with more solid numbers at the 8/27 board work session. Mr. Ballard asked how we are doing with bus drivers. Mr. Bartch came forward and explained that we are in a good spot, better than in the past few years. He said that he has done alot of different projects and they seem to be helping. He said that we still have double routes, but at least the office staff at the bus garage are not having to drive buses alot. All in all, it seems to be a smooth beginning to the school year.</p>	<p>Dr. Trey Duke</p>

<p>Mr. Richardson ended the meeting by wishing the teachers, administrators, parents, and students an excellent year. He thanked Mr. Ballard once again for his service on the Board and he told the Campbells that we are sending our love to the family.</p>	
<p>VII. OTHER BUSINESS Information Item</p>	<p>Chair Butch Campbell</p>
<p>VIII. ADJOURNMENT Action Item Motion to adjourn at 7:16. This motion, made by Mr. David Settles and seconded by Mr. Wesley Ballard, passed. Yea: 6, Nay: 0, Absent: 1 The meeting adjourned at 7:16 p.m.</p>	<p>Chair Butch Campbell</p>

Director of Schools

Agenda Item Title: Approval of non-substantive changes to Board Policies 1.101, 1.102, 1.106, 1.205, 1.300, 1.401, 1.402, 1.600, 1.804, 2.402, and 5.1061

Board Meeting Date: September 10, 2024

Department: Legal

Presented by: Lauren

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Policy 1.600 allows the Board to designate minor changes to policies as editorial in nature or as necessary to confirm a change of policy. In such cases, the Board may accept minor changes under the consent agenda without the requirement of two separate readings.

Non-substantive changes are recommended to Policies 1.101, 1.102, 1.106, 1.205, 1.300, 1.401, 1.402, 1.600, 1.804, 2.402, and 5.1061

Staff Recommendation

Approval of non-substantive changes to Board Policies 1.101, 1.102, 1.106, 1.205, 1.300, 1.401, 1.402, 1.600, 1.804, 2.402, and 5.1061

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Role of the Board of Education	Descriptor Code: 1.101	Issued Date: 09/13/22
		Rescinds: 1.101	Issued: 09/24/19

1 The Board will be guided by the general mandatory powers and duties of the Board as defined through
 2 statute¹ which state or imply that a local Board of Education has full power to operate the local public
 3 schools as it deems fit in compliance with state and federal mandates. The Board functions only when
 4 in session.

5 The Board sees these as its required functions:

- 6 1. **Director of Schools:** The Board shall hire, employ, and evaluate the Director of Schools who
 7 shall carry out the Board’s policies through the development and implementation of
 8 administrative procedures.¹
- 9 2. **Policy Oversight:**¹ The Board shall develop a policy manual and shall regularly evaluate the ~~10~~
 10 effectiveness of its policies and their implementation.
- 11 3. **Educational Planning:**¹ The Board shall require reliable information from responsible sources
 12 which enable it and the staff to work toward the continuous improvement of the educational
 13 program.
- 14 4. **Fiscal Planning:**² The Board shall adopt a budget to provide the necessary funding in terms of
 15 buildings, staff, materials and equipment to enable the school system to carry out its functions.
- 16 5. **Promotion:** The Board shall keep the local community informed about the school system, its
 17 accomplishments, and its actions and build public support for the schools by involving the
 18 public in the planning process.

19 The Board shall strive to provide the best educational opportunities possible for all children. The Board
 20 shall exercise its powers through the enactment of policies for the organization and operation of the
 21 school system. The Board shall delegate the administration of the schools to the Director of Schools.

Legal References

1. TCA 49-2-207
2. TCA 49-2-203

Cross References

- Duties of Board Members 1.202
- Policy Development & Adoption 1.600
- Administrative Procedures 1.601
- School District Goals 1.700
- School District Planning 1.701
- Annual Operating Budget 2.200

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Board Members Legal Status	Descriptor Code: 1.102	Revised: 7/25/23 Prior Revised: 09/13/22
		Rescinds: 1.102	Issued: 09/24/19

1 The legal status of board members shall be as follows:

2 **NUMBER OF MEMBERS¹**

3 The Board is composed of seven (7) members.

4 **QUALIFICATIONS**

5 Members of the Board shall have been residents in the City for at least one year prior to election and
6 shall be at least 25 years of age at the time of such election.² Members shall be elected on a non-
7 partisan basis, and shall be citizens of recognized integrity, intelligence, and ability to administer the
8 duties of the office.³ To qualify as a candidate, an individual must show proof of graduation from high
9 school or receipt of a G.E.D® or HiSET® or other high school equivalency credential approved by the
10 State Board of Education.⁴

11 **TERMS OF OFFICE**

12 Members of the Board shall serve four (4)-year terms.¹

13 **VACANCIES**

14 Vacancies shall be declared to exist on account of death, resignation, removal from the city or school
15 district, or through due process proceedings based on allegations of misconduct.⁵

16
17 When a vacancy occurs the unexpired term shall be filled at the next regular or special meeting of the
18 local legislative body.⁶ This appointment shall be an interim appointment, valid only until the next
19 primary or general election or referendum that is held after the vacancy occurs.

Legal References

1. TCA 49-2-201(a)(1)
2. Murfreesboro City Code § 25-2; TCA 49-2-202(a)
3. TCA 49-2-202(a)(1)
4. TCA 49-2-202(a)(4); ~~Public Acts of 2023, Chapter No. 114~~
5. TCA 8-47-101; TCA 49-1-611; TCA 49-2-202(e)(2); Tenn. Att’y Gen. Op. No. 21-14 (September 1, 2021)
6. TCA 49-2-202(e)(1)

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Code of Ethics	Descriptor Code: 1.106	Revised: 7/25/23 Prior Revised Date: 12/08/20
		Rescinds: BO40	Issued: 03/01/11

1 **Section 1. Definitions**

2 (1) “School district” means Murfreesboro City School District, which includes all boards, committees,
3 commissions, authorities, corporations or other instrumentalities appointed or created by the school
4 district or an official of the school district.

5 (2) “Officials and employees” means and includes any official, whether elected or appointed, officer,
6 employee or servant, or any member of any board, agency, commission, authority or corporation
7 (whether compensated or not), or any officer, employee or servant thereof, of the school district.

8 (3) “Personal interest” means, for the purpose of disclosure of personal interests in accordance with
9 this Code of Ethics, a financial interest of the official or employee, or a financial interest of the
10 official’s or employee’s spouse or child living in the same household, in the matter to be voted upon,
11 regulated, supervised, or otherwise acted upon in an official capacity. A financial interest which
12 benefits, or which may benefit the official or employee or their family members, by one thousand
13 dollars (\$1,000.00) or more a year is a “personal interest” requiring disclosure under these standards.

14 **Section 2. Disclosure of personal interest in voting matters**

15 An official or employee with the responsibility to vote on a measure shall disclose during the meeting
16 at which the vote takes place, before the vote and to be included in the minutes, any personal interest
17 that affects, or that would lead a reasonable person to infer that it affects, the official’s or employee’s
18 vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse
19 himself or herself from voting on the measure.

20 **Section 3. Disclosure of personal interest in non-voting matters**

21 An official or employee who must exercise discretion relative to any matter other than casting a vote
22 and who has a personal interest in the matter that affects or that would lead a reasonable person to infer
23 that it affects the exercise of the discretion shall disclose, before the exercise of the discretion when
24 possible, the interest on the attached disclosure form and file the disclosure form with the
25 Murfreesboro City School District’s Human Resources Director. In addition, the official or employee
26 may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the
27 matter.

28 **Section 4. Acceptance of gifts and other things of value**

29 An official or employee, or an official’s or employee’s spouse or child living in the same household,
30 may not accept, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any
31 kind from anyone other than the school district, that a reasonable person would understand was

1 intended to influence the vote, official action or judgment of the official or employee in executing
2 decision-making authority affecting the school district.

3 It shall not be considered a violation of this policy for an official or employee to receive entertainment,
4 food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in
5 connection with a conference sponsored by an established or recognized statewide association of
6 school board officials or by an umbrella or affiliate organization of such statewide association of
7 school board officials.

8 **Section 5. Ethics Complaints**

9 Questions and complaints regarding violations of this Code of Ethics or of any violation of state law
10 governing ethical conduct should be directed to the chair of the Murfreesboro City School Board.
11 Complaints shall be in writing and signed by the person making the complaint and shall set forth in
12 reasonable detail the facts upon which the complaint is based. If the chair of the School Board is the
13 subject of the complaint, the complaint should be made to the Board Attorney.

14 The Murfreesboro City School Board may investigate any credible complaint against an official or
15 employee charging any violation of this Code of Ethics or may undertake an investigation on its own
16 initiative when it acquires information indicating a possible violation, and make recommendations for
17 action to end or seek retribution for any activity that, in the Board's judgment, constitutes a violation
18 of this Code of Ethics. If a member of the Board is the subject of a complaint, such member shall
19 recuse himself or herself from all proceedings involving such complaint.

20 The Board may:

- 21 (1) refer the matter to the Board Attorney for a legal opinion and/or recommendations for action;
- 22 (2) in the case of an official, the Board may consider possible public censure if the Board body
23 finds such action warranted;
- 24 (3) in the case of an employee, refer the matter to the official responsible for supervision of the
25 employee for possible disciplinary action if the official finds discipline warranted;
- 26 (4) in a case involving possible violation of state statutes, refer the matter to the district attorney
27 for possible ouster or criminal prosecution;

28 The interpretation that a reasonable person in the circumstances would apply shall be used in
29 interpreting and enforcing this Code of Ethics. When a violation of this Code of Ethics also constitutes
30 a violation of a personnel policy, the violation shall be dealt with as a violation of the personnel
31 provisions rather than as a violation of this Code of Ethics.

32 **POINT OF CONTACT²**

33 The Board Chair shall serve as the point of contact for the Tennessee Ethics Commission. The Director
34 of Schools shall provide the contact information to the Commission by January 1, 2024, and ensure
35 that any changes are submitted within thirty (30) calendar days of any change in responsibility.

Legal References

1. TCA 8-17-103
2. [Public Acts of 2023, Chapter No. 37TCA 8-17-104\(b\)](#)

MURFREESBORO CITY SCHOOL DISTRICT CODE OF ETHICS CONFLICT OF INTEREST DISCLOSURE STATEMENT

Instructions: This form is for reporting personal interests required to be disclosed under Section 3 of the Code of Ethics of this school district. Officials and employees are required to disclose personal interests in matters that affect or would lead a reasonable person to infer that it would affect the exercise of discretion of an official or employee.

1. Date of disclosure: _____
2. Name of official or employee: _____
3. Office and position: _____
4. Description of personal interest (describe below in detail):

Signature of official or employee

Witness Signature

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Board-Director Relations</h2>	Descriptor Code: 1.205	Issued Date: 09/24/19
		Rescinds: BO 4	Issued: 02/01/11

1 The Board shall be responsible for specifying its requirements and expectations of the Director of
 2 Schools and then holding the Director accountable by evaluating how well those requirements and
 3 expectations have been met.¹ In turn, the Director shall be responsible for specifying requirements and
 4 expectations for all administrators who report to the Director and then holding each accountable by
 5 evaluating how well requirements and expectations have been met.

6 The Board shall approve an annual budget with major categories and line items as well as develop a
 7 policy manual for the operations of schools.² The Director of Schools shall develop forms and
 8 procedures to comply with the approved budget and implement Board policies. The Director of
 9 Schools will notify the Board members as promptly as possible of any happenings of an emergency
 10 nature.

Legal References

1. TCA ~~49-2-203(a)(15)~~49-2-301(f)
2. TCA 49-2-203

Cross References

- Role of the Board 1.101
 Evaluation of the Director of Schools 5.803

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Board Committees	Descriptor Code: 1.300	Issued Date: 09/24/19
		Rescinds: BO 49	Issued: 05/10/16 03/25/14

- 1 The Chair of the Board shall be responsible for appointment of Board members to various committees
- 2 established by the Murfreesboro City School District with input from the Director of Schools, but the
- 3 final decision being that of the Board Chair.¹ The Chair shall report any such appointment to the Board
- 4 at the next scheduled Board meeting.

Legal References

1. TCA 49-2-205(a)(2)

Cross References

School Board Meetings 1.400
Public Hearings 1.401

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Public Participation in Board Meetings	Descriptor Code: 1.401	Issued Date: 05/24/16 Revised 07/25/23
		Rescinds:	Issued: 01/00; 02/11

1 **INTENT OF POLICY**

2 The Board of Education recognizes the value of stakeholder engagement through public comment on
3 educational issues and the importance of allowing community members to express themselves on
4 school-related business. The Board offers public participation to members of the public in four
5 circumstances:

- 6 1. The Director of Schools may ask a citizen with business before the Board to make a
7 presentation as part of the regular agenda;
- 8 2. The Board may, when topics of general interest occur, schedule public hearings on specific
9 topics as part of its regular agenda;
- 10 3. In accordance with other Board policies or state or federal law, the Board may schedule a
11 hearing in which members of the public may be witnesses as part of its preset agenda;
- 12 4. During a public comment period in compliance with this policy.

13 **PUBLIC COMMENT PERIOD¹**

14 Any public meeting of the Board with actionable items on the agenda shall have a period of public
15 comment on those actionable items at the beginning of the meeting, with the exception of teacher
16 disciplinary hearings. The total public comment period shall be for no more than fifteen minutes.

17
18 Individuals will be allowed three minutes to speak with respect to an action item on the agenda. All
19 comments are restricted to comments on action items on the agenda for the meeting. The Chair shall
20 have the authority to declare an individual out of order, if after an initial warning, an individual
21 continues to speak on a topic that is unrelated to an action item on the agenda. The Chair shall have the
22 authority to terminate the remarks of any individual who violates state law or does not adhere to board
23 rules.²

24
25 The Board shall not take up any action item on the agenda before the end of the public comment
26 period; provided, however, the Chair may close the public comment period prior to the end of the
27 fifteen-minute period if all individuals who signed up to speak at the meeting have been afforded an
28 opportunity to speak. The Chair shall have the discretion to extend the public comment period for no
29 more than an additional fifteen minutes if additional time is reasonably necessary to ensure that
30 opposing viewpoints are fairly represented during the public comment period. The Chair need not
31 extend the public period beyond fifteen minutes merely because the fifteen-minute period expired
32 before all of the individuals who registered to speak were able to speak.

1 **ADDRESSING THE BOARD DURING PUBLIC COMMENT**

2 Individuals wishing to address the Board during the public comment period must sign up at least six
3 hours prior to the meeting start time by either sending an e-mail or calling the phone number set forth
4 in the public notice of the meeting. Individuals registering to speak at a meeting should state the action
5 item about which they wish to speak and whether they will be speaking in support or in opposition to
6 the item.

¹ TCA 8-44-112; City of Murfreesboro, Resolution 23-R-23

² TCA 39-17-306

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Notification of Meetings	Descriptor Code: 1.402	Issued Date: 07/25/23
		Rescinds: BO 6	Issued: 04/79; 09/93; 02/01 05/16/23

1 Adequate public notice of all regular and special meetings of the Board shall be disseminated through a
2 local newspaper and shall be placed on the school system’s website: <http://www.cityschools.net/>.¹

3 Except in the case of a special meeting, this policy shall be interpreted to mean that notifications for all
4 special and/or rescheduled meetings shall be sent to the media in time for the public to be notified at
5 least forty-eight (48) hours in advance. All notices of special board meetings shall state the time, place
6 and purpose of the meeting.

7 The only exception permitted is in case of emergency, defined for this policy as “a sudden, generally
8 unexpected occurrence or set of circumstances demanding immediate action.” In such exceptions,
9 notice shall be given to all appropriate parties as is practical.

10 Dates of regular meetings of the Board shall be provided in annual announcements made available in
11 printed form to the news media, the public, all Board members, and the president of the local education
12 association.²

13 Notice of all meetings with actionable items on the agenda, with the exception of teacher disciplinary
14 hearings, shall include information on how community members can participate in the public comment
15 portion of the board meeting, including an e-mail address and phone number that individuals wishing
16 to speak at the meeting can use to communicate their desire to speak at the meeting.³

Legal References

1. TCA 8-44-103; [TCA 8-44-110](#)
2. TCA 49-2-202(c)(1)
3. [Public Acts of 2023, Chapter No. 300](#) [TCA 8-44-112\(c\)](#); City of Murfreesboro, Resolution 23-R-23

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Policy Development and Adoption	Descriptor Code: 1.600	Issued Date: 01/24/17
		Rescinds: BO 10, BO 11, BO 42	Issued:

1 The Board shall reserve for itself the function of providing guides for the discretionary action of those
2 to whom it delegates authority. These guides for discretionary action shall constitute the policies
3 governing the operations of the school system. They shall be recorded in writing.

4 The formulation and adoption of these written policies shall constitute the basic method by which the
5 Board shall exercise its leadership in the operation of the school system. The study and evaluation of
6 reports concerning the execution of its written policies shall constitute the basic method by which the
7 Board shall exercise its control over the operation of the school system.

8 The formal adoption of policies shall be recorded in the minutes of the Board and shall be placed in the
9 policy manual. Policies and amendments shall be effective immediately upon adoption unless a
10 specific effective date is provided, and shall supersede any previous Board action on the subject. Only
11 those written statements so adopted and recorded shall be regarded as official Board policy.

12 Adoption of new policies, or changing existing policies, is solely the responsibility of the Board.

13 Proposals for new policies, or changes to existing policies, any-may be initiated in writing by any
14 Board member or by any employee of the Board. The policy proposals shall be referred to the Director
15 of Schools for consultation with the attorney, staff, principals, teachers, community, or others as may
16 be deemed appropriate. The consultation, if indicated, should be accomplished prior to presentation to
17 the Board.

18 A proposed policy or policy change shall be submitted to the Board as part of the agenda. The Board's
19 approval of the proposal or return for study and/or further revision shall constitute the first reading.

20 Adoption of policy proposals requires two readings at regular or special called meetings of the Board,
21 except as provided below. Thus, time shall be given to permit further study and also to give
22 opportunity for interested parties to react.

23 Adoption shall require an affirmative vote by a majority of the members of the Board.

24 Upon the advice and consent of the Chair and Director, the Board may designate minor changes to
25 policies as editorial in nature or as necessary to conform to a change of policy. Accordingly, the Board
26 may accept such changes without promulgating those changes through the normal two vote process.
27 Formal notice of changes to Board policies made through this provision shall appear on the next
28 Board's agenda under Consent Items. For example, if the Board changes a policy and other policies are

1 affected by that change, then changes made to other policies may be regarded as necessary to conform,
2 and thus not require two votes.

3 **POLICY MAINTENANCE**

4 The Director of Schools shall be responsible for drafting policy proposals and maintaining the Board
5 Policy Manual. At least biennially, the Board shall review its policy manual for the purpose of passing,
6 revising or deleting policies mandated by changing conditions.

7 Policies shall be accessible to all employees of the school system, members of the Board, and citizens
8 of the community¹ on the school system's website, www.cityschools.net, and will be updated
9 accordingly. All policy manuals shall remain the property of the Board and are subject to recall any
10 time deemed necessary by the Director of Schools.

11 **PROCEDURE FOR EXPEDITED ACTION**

12 On matters of unusual urgency, by an affirmative vote by a majority of the members of the Board, the
13 Board may waive the second reading limitation and take immediate action to adopt new or revised
14 policies. The Board may also vote to waive the second reading if a proposed amendment to a policy is
15 considered housekeeping or clerical in nature.

16 **SUSPENSION OF POLICIES**

17 Any board policy or part thereof may be suspended by an affirmative vote by a majority of the
18 members of the Board.

19 **ADMINISTRATION IN POLICY ABSENCE**

20 In cases where the Board has provided no guidelines for administrative action, the Director of Schools
21 shall have the power to act, but report to the Board at its next meeting.

Legal References

1. TCA 49-2-207(a)

Cross References

Role of the Board of Education 1.101
Agendas 1.403

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: <h2 style="text-align: center;">Drug-Free Workplace</h2>	Descriptor Code: 1.804	Issued Date: 10/23/18
		Rescinds:	Issued:

1 No employee shall unlawfully manufacture, distribute, dispense, possess or use on or in the workplace
 2 alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other
 3 controlled substance, as defined in federal law.¹ “Workplace” shall include any school building or any
 4 school premise; any school-owned or any other school-approved vehicle used to transport students to
 5 and from school or school activities; and off-school property during any school-sponsored or school ~~5~~
 6 approved activity, event or function.

7 Any employee who violates the terms of this policy shall be suspended and shall be subject to
 8 dismissal and referral for prosecution.²

9 The Director of Schools shall be responsible for providing a copy of this policy to all school system
 10 employees.²

Legal References

1. Subtitle D Drug Free Workplace Act of 1988
2. [34 CFR § 86.201](#)

Cross References

Frug and Alcohol Testing, Employees 5.403
 Drug-Free Schools 6.307

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Investment Earnings	Descriptor Code: 2.402	Issued Date: 01/09/24
		Rescinds: 2.402	Issued: 10/24/17 09/13/22

1 *Individual Schools*

2 The building principal, with consent of the Director of Schools, is authorized to invest excess funds of
 3 the school in savings accounts.¹ Interest earned on general fund accounts shall be credited to general
 4 ~~fund-fund~~ revenue. Interest earned on restricted fund accounts shall be credited to revenue in each
 5 restricted account.

6 School Food Service funds and Extended School Program funds shall be kept separate from other
 7 school funds and interest earned on the Food Service fund deposits and the Extended School program
 8 fund deposits shall be credited to the appropriate Food Service or Extended School’s revenue.

9 All funds shall be deposited into accounts fully protected by sufficient collateral.

10 Reports of the investments shall be made to the Board through the district’s annual audit report.

Legal References

1. *Tennessee Internal School Funds Manual*,
Section 6-1

Cross References

- Deposit of Funds 2.500
 Food Service Management 3.500

Murfreesboro City School Board

Monitoring: Review: Annually, in January	Descriptor Term: Employment of Retirees	Descriptor Code: 5.1061	Issued Date: 7/25/23
		Rescinds: 5.1061	Prior Revised Date: 09/13/22
			Issued: 02/00/20

1 *General*

2 The Director of Schools may hire a retired individual if certain conditions are met as provided for in
3 state law.

4 **EMPLOYMENT CONTRACTS FOR UP TO 120 DAYS**

5 Retired members under the Tennessee Consolidated Retirement System (TCRS) may be employed for
6 up to one hundred twenty (120) days per year without loss of retirement benefits. Retired members may
7 substitute teach for additional days.¹

8 **GENERAL EMPLOYMENT CONTRACTS**

9 The Director of Schools may employ retired teachers. Retirement benefits will not be lost or suspended
10 under certain conditions which include, but are not limited to, the following:²

- 11 1. The retired teacher shall hold a valid license and shall not be entitled to tenure status;
12
13 2. The retired teacher shall not be eligible to accrue additional retirement benefits, accrue leave, or
14 receive medical insurance coverage; and
15
16 3. The salary paid to the retired teacher shall not be less than the rate of compensation set by the
17 Board for teachers with no experience filling similar positions or more than eighty-five percent
18 (85%) of the rate of compensation set by the Board for teachers with comparable training and
19 years of experience filling similar positions.

20 **ADDITIONAL EMPLOYMENT OPTION FOR RETIREES³**

21 Retired members of TCRS or a similar system may be offered reemployment for up to one (1) year as
22 a kindergarten through twelfth (K-12) grade teacher, substitute teacher, or bus driver under the
23 following conditions:

- 24 1. The retired member has been retired for at least sixty (60) calendar days;
25 2. The retirement benefit payable to the retired member is reduced to seventy percent (70%) of the
26 retirement allowance;
27 3. The retired member is not drawing disability retirement benefits; and
28

- 1 4. The retired member can't accrue additional retirement benefits.
- 2 The Director of Schools shall notify TCRS of the member's reemployment and certify in writing that
3 the retired member has the required experience and training for the position and that no other qualified
4 persons are available to fill the position.
- 5 Once the retired member is hired by the district, the district shall pay TCRS as prescribed by state law.
6 The school district shall pay to TCRS during the period of reemployment the greater of (1) a payment
7 equal to the amount the school district would have contributed to TCRS; or (2) an amount equal to five
8 percent (5%) of the retired member's pay rate.

Legal References

1. TCA 8-36-805; ~~Public Acts of 2023, Chapter No. 425~~
2. TCA 8-36-821; ~~Public Acts of 2023, Chapter No. 425~~
3. TCA 8-36-822; ~~Public Acts of 2023, Chapter No. 425~~

Cross References

Application and Employment 5.106
Substitute Teachers 5.701

Murfreesboro City School Board

Monitoring: Review: Annually, in July	Descriptor Term: <h2 style="text-align: center;">Memberships</h2>	Descriptor Code: <h3 style="text-align: center;">1.104</h3>	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 Membership dues and necessary traveling expenses of school Board members and the Director of
- 2 Schools incurred in attending meetings of the school boards associations may be paid as other
- 3 expenses are paid by the Board.

- 4 Dues for membership in the Tennessee School Boards Association shall be included in each annual
- 5 budget pursuant to state statute.¹ The Board may also maintain institutional membership in other
- 6 educational organizations which the Board finds to be of benefit to board members and the school
- 7 district.

Legal References

1. TCA 49-2-2001

Cross References

Board Member Development Opportunities 1.204

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Nepotism	Descriptor Code: 1.108	Issued Date: 10/23/18
		Rescinds: PER 42	Issued:

1 The Director of Schools has sole authority to make hiring decisions. This policy does not alter or modify
2 that authority.

3 **Principals, assistant principals, or other supervisors are prohibited from having an immediate family**
4 **member working under their direct supervision. Employees whose job duties involve procurement of,**
5 **or accounting of, goods and services shall not be under the supervision of or work in the same department**
6 **or school as an immediate family member. Exceptions must be approved by the Director of Schools and**
7 **the Board Chair pending final approval by the Board of Education at the next regularly scheduled board**
8 **meeting.**

9 Whenever a person is considered by the director of schools for initial employment in the system and that
10 person is related to a member of the Board, the director of schools, an administrator in the system, a
11 county commissioner, or any appointed or elected county official, the relationship shall be made known
12 to the Board prior to the employment of such person.¹

13 If a member of the Board has a relative who is an employee in the system, prior to voting on any matter
14 of business that may have an effect upon the employment of the relative, the member shall declare such
15 relationship. In making such a declaration, the member shall certify that his/her vote on the pending
16 matter will be in the best interest of the school system.¹

17 **No person shall directly supervise or be supervised by an employee if he/she is related to the employee.**
18 **~~Two members of the same family may be employed by the system. However, no person shall directly or~~**
19 **~~indirectly supervise or be supervised by an employee if they are related to the employee as defined~~**
20 **~~below.~~**

21 For purposes of this policy, the terms “related to, relative, and immediate family member” include the
22 following relationships: spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent,
23 grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household.²

Legal References

1. TCA 49-2-202(a)(3)
2. TCA 49-2-202(a)(3)(B)

Cross References

Assignment/Transfer of Personnel 5.115

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Board Member Development Opportunities	Descriptor Code: 1.204	Issued Date: 10/11/22
		Rescinds: 1.204	Issued: 05/10/16

1 The Board shall participate in activities designed to assist board members in improving their skills as
2 members of a policy-making body.

3 In order to control both the investment of time and funds necessary to implement this policy, the Board
4 establishes these principles and procedures for its guidance:

- 5 1. An annual calendar of school board conferences, conventions and workshops shall be
6 maintained by the board secretary and provided to each board member in order to ensure
7 compliance with the requirements for professional development.¹ The Board shall identify
8 which meetings should be attended and the benefits thereof.
9
- 10 2. Funds for participation at such meetings shall be budgeted on an annual basis. The ~~Finance~~
11 ~~Director~~Board of Education, as a whole, shall retain the authority to approve or disapprove the
12 participation of members in planned activities;
13
- 14 3. Reimbursement to board members for their travel expenses shall be in accord with the travel
15 expense policy for staff members;
16
- 17 4. When a conference, convention or workshop is not attended by the full Board, those
18 participating will be requested to share information, recommendations and materials acquired at
19 the meeting; and
20
- 21 5. The public shall be kept informed about the Board's continuing in-service education and about
22 the programs anticipated for short- and long-range benefits to the schools.

23 The Board regards the following as the kinds of activities and services appropriate under this policy:

- 24 1. Participation in school board conferences, workshops and conventions held by the State,
25 regional and national organizations;
26
- 27 2. Local and district-sponsored training sessions for board members; and
28
- 29 3. Subscriptions to publications addressing the concerns of board members.

30

Legal References

1. TCA 49-2-202(a)(6); TCA 49-2-2001(c)

Cross References

Board Evaluation 1.103
Memberships 1.104
School Board Legislative Involvement 1.105
School District Goals 1.700
School Calendar 1.800
Expenses and Reimbursements 2.804

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Federal School Meal Program	Descriptor Code: 2.4001	Issued Date: 06/26/18
		Rescinds:	Issued:

- 1 ~~Recommend Retirement The Director of Schools will establish administrative procedures for operating~~
- 2 ~~the federal school meal program. Those procedures will include processes associated with meal~~
- 3 ~~charges.~~

Murfreesboro City School Board

Monitoring: Review: Annually, in September	Descriptor Term: Administration in Absence of Policy	Descriptor Code: 1.6011	Issued Date: 10/09/18
		Rescinds: BO 23	Issued: 04/79; 09/93; 02/01; 02/11

- 1 RECOMMEND RETIREMENT~~The Director of Schools shall have the power to take action if an~~
- 2 ~~emergency situation should develop for which the Board has not established a policy. It is the Director~~
- 3 ~~of School's duty to inform the Board of any such action and the need for an official policy.~~

Agenda Item Title: Contract for purchase of 20 Ram Promaster 3500 High Roof

Board Meeting Date: September 10, 2024

Department: Finance

Presented by: Daniel Owens

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The Finance Department issued an Invitation to Bid on August 5, 2024, seeking bid responses for a full-size cargo van with extended length. Bid responses were opened on August 19, 2024, and MCS had one respondent, City Auto. Based on the bid response provided, MCS negotiated price and van type for purchase. MCS has contracted for purchase a 20 Ram Promaster 3500 High Roof van to serve as a community resources van.

Staff Recommendation

Approval of contract for purchase of 20 Ram Promaster 3500 High Roof

Fiscal Impact

The cost of the contract is \$34,888.83. The funding is derived from a previously approved budget amendment recognizing the donation from the Community Investment Trust and the insurance money from the previous book bus.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

**PURCHASING DEPARTMENT
BID FORM**

BID:
ITB-2025-02 - Full-Size Cargo Van with Extended Length

Date: 8/20/24

INSTRUCTIONS:

All prices must include all costs. Costs included in the bid prices shall include services rendered and parts, labor, accessories, delivery, freight, and any other standard equipment necessary provide this service. The District is not subject to sales tax.

NAME OF DEALER:

City Auto Sales, LLC

Address of Dealer:

1015 Bridge Ave Murfreesboro, TN 37129

Sales Contact Name, Phone, Email:

Jackson Jeraijan / James House

Model:

20 Ram Promaster 3500 High Roof

Signature:



Quantity	Item	Price EACH
1	Full-Size Cargo Van with Extended Length	\$ 33980
	Bus Tax	\$ 104.33
	Doc Fee	\$ 795
	Drive out Fee	\$ 9.50
	Total *	34888⁸³

Agreement for Full-Size Cargo Van with Extended Length

This Agreement is entered into and effective as of the ____ day of _____ 2024, by and between the **Murfreesboro City Schools**, a municipal school district of the State of Tennessee (the "District"), and _____, a _____ ("Contractor").

This Agreement consists of the following documents:

- This document;
- ITB-2025-02 – Full-Size Cargo Van with Extended Length issued on August 5, 2024 (the "Solicitation");
- Contractor's Proposal, dated _____ ("Contractor's Proposal");
- Contractor's Price Proposal, dated _____ (the "Price Proposal"); and,
- Any properly executed amendments to this Agreement.

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. Duties and Responsibilities of Contractor.

Contractor shall provide and District shall purchase one (1) Full-Size Cargo Van with Extended Length based on Contractor's Proposal, Price Proposal and the specifications set forth in "ITB-2025-02 – Full-Size Cargo Van with Extended Length."

2. Term.

The term of this Agreement commences on the Effective Date [] and expires on [], unless extended by mutual agreement of Contractor and the District or earlier terminated as set forth herein Termination. Contractor's services may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the District.
- b. For the convenience of Contractor, provided that Contractor notifies the District in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within 15 days after receiving the notice.
- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the District has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the District for damages sustained by virtue of any breach by Contractor.

- e. Should the appropriation for Contractor's work be withdrawn or modified, the District has the right to terminate the Agreement immediately upon written notice to Contractor.

3. Payment and Delivery.

The price for the services and other items to be provided under this Agreement is set forth in the Price Proposal, reflecting a per unit price of _____. Any compensation due Contractor under the Agreement shall be made upon submittal of an invoice after performance of the portion of the services which each payment represents. The District agrees to pay Contractor after goods and/or services have been received, accepted, and properly invoiced as indicated in the Agreement and/or purchase order. Invoices must bear the purchase order number. All invoices must be submitted adam.grisz@cityschools.net with a copy to the Contact person. Delivery is required within 120 calendar days from issuance of the purchase order.

- 4. Taxes.** The District is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. District shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to District.

- 5. Insurance.** During the term of this Agreement, Contractor must maintain comprehensive general liability insurance with limits of not less than \$1,000,000, as well as automotive and workers' compensation insurance policies. Contractor will provide to the District: (i) a standard certificate of insurance evidencing this coverage prior to commencement of work and upon renewal or expiration of the policies reflected thereupon, and (ii) upon request, an endorsement naming the District as additional insured under the terms of the policy as follows: "Murfreesboro City Schools, its officers, employees, contractors, consultants, and agents."

6. Indemnification.

- a. Contractor must indemnify, defend, and hold harmless the District, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, Expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- b. Pursuant to Tennessee Attorney General Opinion 93-01, the District will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.

7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Agreement must be mailed first class mail or hand delivered to the following:

If to Murfreesboro City Schools:	If to Contractor:
Purchasing Agent	_____
Murfreesboro City Schools	_____
2552 South Church Street	_____
Murfreesboro, TN 37127	_____

8. **Maintenance of Records.** Contractor must maintain documentation for all charges against the District. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Agreement, must be maintained for a period of three full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the District or its duly appointed representatives. Accounting records must be maintained in accordance with the Generally Accepted Accounting Principles.

9. **Modification.** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

10. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.

11. **Waiver.** No waiver of any provision of this Agreement affects the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

12. **Employment.** Contractor may not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.

13. **Non-Discrimination.** It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination

in the performance of contracts with the District or in the employment practices of the District's Contractors. Accordingly, all proposers entering into contracts with the District may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 17. Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the District contracts.
- 18. Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the District. Any such assignment or transfer does not release Contractor from its obligations hereunder.
- 19. Integration.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and governs the respective duties and obligations of the parties.
- 20. Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 21. Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
- 22. Severability.** Should any provision of this Agreement be declared to be invalid by any court of competent jurisdiction, such provision will be severed and not affect the validity of the remaining provisions of this Agreement.
- 23. Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the District prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

24. **Effective Date.** This Agreement is not binding upon the parties until signed by each of the Contractor and authorized representatives of the District and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of _____, 2024 (the “Effective Date”).

Murfreesboro City Schools

Contractor

By: _____
Bobby N. Duke, III
Director of Schools

By: _____
Its: _____

Approved as to form:

Lauren Bush, Assistant City Attorney

**CONTRACT BETWEEN
MURFREESBORO CITY SCHOOLS
AND
CITY AUTO SALES LLC DBA CITY AUTO
FOR PURCHASE OF 2020 RAM PROMASTER 3500 HIGH ROOF**

This Contract is entered into and effective as of the 21st day of August 2024, by and between the **MURFREESBORO CITY SCHOOLS**, a municipal school district of the State of Tennessee ("District") and **CITY AUTO SALES LLC DBA CITY AUTO**, a limited liability company of the State of Tennessee located at 1023 Bridge Ave, Murfreesboro, TN 37129 ("Contractor" or "City Auto").

This Contract consists of the following documents:

- *This Contract;*
- *Bill of Sale dated _____, from City Auto for One (1) Used 2020 Ram Promaster 3500 High Roof, and incorporated into this Contract by reference;*
- *The Invitation to Bid 2025-02 for a full-size cargo van with extended length issued on August 5, 2024;*
- *Any properly executed amendments to this Agreement*

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- *First, any properly executed amendment or change order to this Contract (most recent amendment or change order given first priority);*
- *Second, this Contract;*
- *Third, the Invitation to Bid 2025-02 for a full-size cargo van with extended length issued on August 5, 2024;*
- *Finally, Bill of Sale dated _____, from City Auto for One (1) Used 2020 Ram Promaster 3500 High Roof*

1. **Duties and Responsibilities of Contractor.** Contractor agrees to provide, and District agrees to purchase: One (1) Used 2020 Ram Promaster Van as set forth in Bill of Sale dated _____, from City Auto, described as follows:

- 2020 Ram Promaster Van
- VIN #
- Stock #
- Exterior Color: Blue
- Type:
- Mileage:

2. **Term.** The Contract shall be a one-time purchase and the term shall expire upon acceptance of and payment for vehicle by the District.

3. **Termination.** Contractor's performance may be terminated in whole or in part:

- a. Upon 30-day prior notice, for the convenience of the District.
- b. For the convenience of Contractor, provided that Contractor notifies the District in writing of its intent to terminate under this paragraph at least 30 days prior to the effective date of the termination.
- c. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the

condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to remedy the problem within fifteen (15) days after receiving the notice.

- d. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, the District has the right to immediately terminate the Agreement. Such termination does not relieve Contractor of any liability to the District for damages sustained by virtue of any breach by Contractor.
 - e. Should the appropriation for Contractor's work be withdrawn or modified, the District has the right to terminate the Agreement immediately upon written notice to Contractor.
4. **Price.** The price for goods and other items to be provided under this Contract is set forth per the Bill of Sale from City Auto for one (1) Used 2020 Ram Promaster Van for a **Total Purchase Price of Thirty-four thousand, eight hundred eighty-eight dollars and eighty-three cents (\$34,888.83)**. Any compensation due Contractor under this Agreement shall be made upon submittal of an invoice after delivery and acceptance of the goods and/or services which each payment represents. The District agrees to pay Contractor after goods/services have been received, accepted, and properly invoiced as indicated in the Contract and/or purchase order.
5. **Warranty.** Warranties are as stated in the attached Bill of Sale.
6. **Indemnification.**
- a. Contractor must indemnify, defend, and hold harmless the District, its officers, agents and employees from any claims, penalties, damages, costs and attorney fees ("Expenses") arising from injuries or damages resulting from, in part or in whole, the negligent or intentional acts or omissions of contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of this Agreement, and, expenses arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - b. Pursuant to Tennessee Attorney General Opinion 93-01, the District will not indemnify, defend or hold harmless in any fashion Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that Contractor may provide.
7. **Notices.** Notice of assignment of any rights to money due to Contractor under this Contract must be mailed first class mail or hand delivered to the following:

If to Murfreesboro City Schools:

Murfreesboro City Schools
Attn: Finance Director
2552 South Church Street
Murfreesboro, TN 37127

If to the Contractor:

City Auto
Attn: Jordan Norton
1015 Bridge Avenue
Murfreesboro, TN 37129
With copy to evan@cityllc.com

8. **Taxes.** The City of Murfreesboro is exempt from State sales tax and will issue a tax exemption certificate to the Contractor as requested. District shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to District.
9. **Compliance with Laws.** The parties agree to comply with any applicable federal, state and local laws and regulations.
10. **Maintenance of Records.** Contractor shall maintain documentation for all charges against District. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by District or its duly appointed representatives. The records shall be maintained in accordance with the Generally Accepted Accounting Principles.
11. **Modification.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
12. **Relationship of the Parties.** Nothing herein may in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto may hold itself out in a manner contrary to the terms of this paragraph. No party becomes liable for any representation, act, or omission of any other party contrary to this section.
13. **Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
14. **Employment.** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying-off of any individual due to race, creed, color, national origin, age, sex, veteran status, or any other status or class protected under federal or state law or which is in violation of applicable laws concerning the employment of individuals with disabilities.
15. **Non-Discrimination.** It is the policy of the District not to discriminate on the basis of age, race, sex, color, national origin, veteran status, disability, or other status or class protected under federal or state law in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Agreement, Contractor certifies and warrants it will comply with this policy. No person may be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the District's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor may they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the District or in the employment practices of the District's Contractors. Accordingly, all proposers entering into contracts with the District may upon request be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Contractor further acknowledges that the District is a federal government contractor, and that by virtue of this Contract, Contractor is a federal government subcontractor. Therefore, in accordance with federal law, Contractor specifically acknowledges and agrees as follows:

- a. The District and Contractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires federal government contractors and subcontractors to take affirmative action to ensure that applicants are

employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

- b. The District and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
 - c. The District and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
16. **Gratuities and Kickbacks.** It is a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therewith. It is a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under the District contracts.
 17. **Assignment.** The provisions of this Agreement inure to the benefit of and are binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Agreement, neither this Agreement nor any of the rights and obligations of Contractor hereunder may be assigned or transferred in whole or in part without the prior written consent of the District. Any such assignment or transfer does not release Contractor from its obligations hereunder
 18. **Integration.** This Contract and State contract set forth the entire agreement between the parties with respect to the subject matter hereof and govern the respective duties and obligations of the parties.
 19. **Force Majeure.** No party has any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, epidemic, pandemic or other cause of similar or dissimilar nature beyond its control.
 20. **Governing Law and Venue.** The validity, construction and effect of this Agreement and any and all extensions or modifications thereof are governed by the laws of the state of Tennessee regardless of choice of law doctrine or provision in any attachment or other document that Contractor may provide. Any action between the parties arising from this agreement may only be filed in the courts of Rutherford County, Tennessee.
 21. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
 22. **Attorney Fees.** In the event any party takes legal action to enforce any provision of the Agreement, should the District prevail, Contractor will pay all expenses of such action including attorney fees, expenses, and costs at all stages of the litigation and dispute resolution.

23. **Effective Date.** This Contract shall not be binding upon the parties until signed by each of the Contractor and authorized representatives of the District and is thereafter effective as of the date set forth above.

IN WITNESS WHEREOF, the parties enter into this agreement as of the “Effective Date” first listed above.

MURFREESBORO CITY SCHOOLS

CITY AUTO SALES LLC DBA CITY AUTO

By: _____
Bobby N. Duke, III
Director of Schools

By: _____
Stan Norton, COO/Member

APPROVED AS TO FORM:

Lauren Bush, Assistant City Attorney



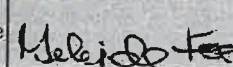
Bid Tabulation Sheet - Murfreesboro City Schools

Project: Cargo Van - Extended Length - 2552 S. Church St., Murfreesboro, TN 37127

Bid Posting: August 8, 2024 - August 19, 2024 **Bid Opening:** 2:00 pm, August 19, 2024

Bid Number: 2025-02

Contractor	Price	Bid Submitted on Required Forms	Required Interface	Bid Sheet Summary	Contractor Information	Customer References	Cert Page Complete	Affidavit's Acknowledge	Products List & Submittals
City Auto	\$38,980.00	X	X	X	X	X	X	X	X
No other respondents	N/A								

Recommend Award to:			
Amount:			
Bid Opened By:	Adam Grisz MCS Purchasing Agent	Signature	
		Date	8/19/2024
		Time	2:00 PM
Witness:	Dena Thomas Fixed Assets / General Accountant	Signature	
Witness:	Melinda Fee Accounts Payable	Signature	

Complete Back for Contractors Present

Contractors Present (Printed Name)	Company
N/A None	
	Company
	Company
	Company
	Company
	Company

TAG/TITLE ELECTION FORM

Customer Name: MURFREESBORO CITY SCHOOLS
Address: 2552 S CHURCH ST MURFREESBORO, TN 37127
County: RUTHERFORD

New Tag

Decline In God We Trust

Transfer Tag

I have provided a current/valid copy of my registration.

I NO NOT have a current/valid copy of my registration - I acknowledge there will be an additional \$3.00 to transfer my tag.

I acknowledge I have received my tag from he vehicle I am trading.

** I acknowledge I CAN NOT transfer my tag if the current tag is in two (2) names and the new tag will only be in one (1) name **

No Tag

I acknowledge I will receive the title to the vehicle I purchased and will be responsible for obtaining my own Tag/Title paperwork.

* Other documentation needed in order to process Tag/Title paperwork (if required)

I have provided a copy of my Marriage Certificate:
Name change
Add spouse

I have provided a copy of my Military orders/LES to receive Tennessee' sales tax exemption

I live in Hamilton county: two (2) items to prove residence (water bill, electric bill, etc.)


I live in Shelby county: my current driver's license DOES NOT match the address on the paperwork and I have provided two (2) items to prove residence (water bill, electric bill, etc.)

Trade Title

I have provided the TITLE to the vehicle I am trading.

I HAVE NOT provided the TITLE to the vehicle I am trading - I acknowledge there is an additional \$25.00 charge to get a duplicate Title in the state of Tennessee.

I HAVE NOT provided the TITLE to the vehicle I am trading - I acknowledge there is an additional charge to get a duplicate title from the state in which I live.

Customer Signature 

Date 08/20/2024



This report provided free of charge by:

City Auto, LLC
1015 Bridge Ave
Murfreesboro, TN 37129
615-802-6578

★ **3.7 / 5.0**
28 Verified Reviews

♥ **745**
Customer Favorites



Vehicle History Report™

US \$44.99

2020 RAM PROMASTER 3500 159 WB

VIN: 3C6URVJG3LE108213
VAN
3.6L V6 F DOHC 24V
GASOLINE
FRONT WHEEL DRIVE
Original Window Sticker

This CARFAX Report Provided
by:

City Auto, LLC

★ **3.7 / 5.0**

28 Verified Reviews

♥ **745** Customer Favorites

No accidents or damage reported to CARFAX

19 Service history records ✓

3 Previous owners

Types of owners: Personal, Lease

Last owned in Tennessee

56,894 Last reported odometer reading



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 8/20/24 at 3:27:06 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



Additional History

Not all accidents / issues are reported to CARFAX

Owner 1

Owner 2

Owner 3

Total Loss

No total loss reported to CARFAX.

No Issues Reported

No Issues Reported

No Issues Reported

Structural Damage

No structural damage reported to CARFAX.

No Issues Reported

No Issues Reported

No Issues Reported

Airbag Deployment

No airbag deployment reported to CARFAX.

No Issues Reported

No Issues Reported

No Issues Reported

Odometer Check

No indication of an odometer rollback.

No Issues Indicated

No Issues Indicated

No Issues Indicated

Accident / Damage

No accidents or damage reported to CARFAX.

No Issues Reported

No Issues Reported

No Issues Reported

Manufacturer Recall

Check with an authorized RAM dealer for any open recalls.

 No Recalls Reported No Recalls Reported No Recalls Reported**Basic Warranty**

Original warranty estimated to have expired.

Warranty Expired**Warranty Expired****Warranty Expired****Title History**

CARFAX guarantees the information in this section

Owner 1**Owner 2****Owner 3****Damage Brands**

Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon

**Guaranteed No Problem****Guaranteed No Problem****Guaranteed No Problem****Odometer Brands**

Not Actual Mileage | Exceeds Mechanical Limits

**Guaranteed No Problem****Guaranteed No Problem****Guaranteed No Problem****GUARANTEED** - None of these title problems were reported by a U.S. state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, you may qualify. [View Terms](#) | [View Certificate](#)**Ownership History**

The number of owners is estimated

Owner 1**Owner 2****Owner 3**

Year purchased

2020

2021

2024

Type of owner

Personal

Lease

Personal

Estimated length of ownership

1 yr. 6 mo.

2 yrs. 9 mo.

21 days

Owned in the following states/provinces

Kansas

Missouri

Tennessee

Estimated miles driven per year

24,004/yr

5,990/yr

—

Last reported odometer reading

36,652

56,867

56,894

**Detailed History****Owner 1**

Purchased: 2020

Personal Vehicle

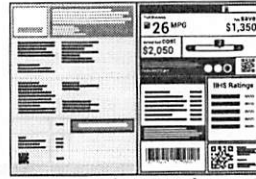
24,004 mi/yr

Date**Mileage****Source****Comments**

Not Reported

FCA US LLC

Vehicle manufactured and shipped to original dealer



Original Window Sticker

02/21/2020	20	Kansas Motor Vehicle Dept.		Vehicle purchase reported - Titled or registered as personal vehicle
02/25/2020		Kansas Motor Vehicle Dept. Shawnee, KS Title #AA9661878		Title or registration issued - First owner reported - Loan or lien reported
02/27/2020		Fleet Management Co. Shawnee, KS		Vehicle purchased by fleet lease company
05/15/2020	4,837	Service Facility Walnut Creek, CA		Vehicle serviced - Tires serviced
07/15/2020	10,117	Service Facility Walnut Creek, CA		Vehicle serviced - Tires serviced
08/26/2020	15,231	Reed Chrysler Dodge Jeep Ram Merriam, KS 913-381-8100 reedjeepchryslerdodge m.com ★ 4.5 / 5.0 437 Verified Reviews ♥ 7,224 Customer Favorites		Vehicle serviced - Tires serviced - Oil and filter changed - Tires rotated
11/24/2020	20,834	Service Facility Shawnee, KS		Vehicle serviced - Recommended maintenance performed - Tires serviced - Engine serviced
02/18/2021	25,967	Service Facility Shawnee, KS		Vehicle serviced - Recommended maintenance performed - Tires serviced - Engine serviced
03/16/2021	27,324	Reed Chrysler Dodge Jeep Ram Merriam, KS 913-381-8100 reedjeepchryslerdodge m.com ★ 4.5 / 5.0		Vehicle serviced

437 Verified Reviews
Customer Favorites
7,224

04/28/2021

Kansas
Motor Vehicle Dept.
Shawnee, KS
Title #AA9661878

Registration issued or renewed
- Loan or lien reported

05/18/2021 30,036

Service Facility
Shawnee, KS



Vehicle serviced
- Air intake system serviced
- A/C system serviced

06/15/2021 31,291

Valvoline Instant Oil
Change
Parkville, MO
816-701-6085
vioc.com



Vehicle serviced
- Oil and filter changed

★ 4.6 / 5.0

118 Verified Reviews

♥ 108 Customer Favorites

06/18/2021

Kansas
Motor Vehicle Dept.
Shawnee, KS
Title #AB1217722

Title issued or updated
- Loan or lien released

08/31/2021 36,652

Valvoline Instant Oil
Change
Parkville, MO
816-701-6085
vioc.com



Vehicle serviced
- Oil and filter changed

★ 4.6 / 5.0

118 Verified Reviews

♥ 108 Customer Favorites



Owner 2
Purchased: 2021



Low mileage! This owner drove less than the industry average of 15,000 miles per year.

Lease Vehicle
5,990 mi/yr

Date

Mileage

Source

Comments

09/14/2021

Missouri
Motor Vehicle Dept.
Riverside, MO
Title #UTA56374

Title issued or updated



- Registration issued or renewed
- New owner reported
- Loan or lien reported
- Registration updated when owner moved the vehicle to a new location

12/17/2021 41,814

Valvoline Instant Oil
Change
Parkville, MO
816-701-6085



Vehicle serviced
- Oil and filter changed



vioc.com
 4.6 / 5.0
118 Verified Reviews
 108 Customer Favorites

02/15/2022 47,153

Valvoline Instant Oil
Change
Parkville, MO
816-701-6085
vioc.com



Vehicle serviced
- Oil and filter changed

 4.6 / 5.0
118 Verified Reviews
 108 Customer Favorites

03/04/2022

Service Facility
Columbus, OH



Vehicle serviced
- Glass checked

08/10/2022

Missouri
Motor Vehicle Dept.
Riverside, MO
Title #UTA56374



Registration issued or renewed
- Loan or lien reported

02/14/2023 47,181

Reed Chrysler Dodge
Jeep Ram
Merriam, KS
913-381-8100
reedjeepchryslerdodgera
m.com



Vehicle serviced



 4.5 / 5.0
437 Verified Reviews
 7,224 Customer
Favorites

04/26/2023 47,182

Reed Chrysler Dodge
Jeep Ram
Merriam, KS
913-381-8100
reedjeepchryslerdodgera
m.com



Vehicle serviced

 4.5 / 5.0
437 Verified Reviews
 7,224 Customer
Favorites

09/01/2023

Missouri
Motor Vehicle Dept.
Riverside, MO
Title #UTA56374

Registration issued or renewed
- Loan or lien reported
- Titled or registered as lease vehicle

09/12/2023 52,291

Valvoline Instant Oil
Change
Parkville, MO
816-701-6085
vioc.com



Vehicle serviced
- Front wiper blades/refills replaced
- Oil and filter changed

★ 4.6 / 5.0
118 Verified Reviews
♥ 108 Customer Favorites

12/09/2023 56,811

Valvoline Instant Oil
Change
Parkville, MO
816-701-6085
vioc.com

✂ **Vehicle serviced**
- Oil and filter changed

★ 4.6 / 5.0
118 Verified Reviews
♥ 108 Customer Favorites

05/29/2024

Gladstone Dodge
Chrysler Jeep Ram
Gladstone, MO
816-455-3500
kcpowerhouse.com/

✂ **Vehicle serviced**
- Maintenance inspection completed
- Engine checked
- Engine oil cooler replaced/repared
- Oil and filter changed
- Antifreeze/coolant flushed/changed

★ 4.8 / 5.0
12 Verified Reviews

06/17/2024

Online Listing

Vehicle offered for sale

06/19/2024 56,831

Auto Auction

Vehicle sold



Millions of used vehicles are bought and sold at auction every year.

07/11/2024

City Auto, LLC
Murfreesboro, TN
615-713-4900
cityauto.com/

Vehicle offered for sale

★ 3.7 / 5.0
28 Verified Reviews
♥ 745 Customer Favorites

07/24/2024 56,867

Beaman Dodge Chrysler
Jeep Ram FIAT
Murfreesboro, TN
615-895-5092
beamandjr.com/

✂ **Vehicle serviced**

★ 4.2 / 5.0
391 Verified Reviews
♥ 8,387 Customer Favorites



Owner 3
Purchased: 2024

Personal Vehicle

Date	Mileage	Source	Comments
------	---------	--------	----------

07/30/2024

Tennessee
Motor Vehicle Dept.
Murfreesboro, TN

Vehicle purchase reported
- Registration issued or renewed
- New owner reported
- Vehicle color noted as Blue

08/07/2024 56,894

Freeland Chrysler Dodge
Jeep Ram
Antioch, TN
615-731-3000
<https://freelandauto.com/jeep/>



Vehicle serviced

★ 4.4 / 5.0

722 Verified Reviews

♥ 9,563 Customer Favorites

Have Questions? Consumers, please visit our Help Center at www.carfax.com. Dealers or Subscribers, please visit our Help Center at www.carfaxonline.com.



Glossary

First Owner

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

Lease

When someone leases a car from a dealer, the dealer actually sells the vehicle to a leasing company. The leasing company then collects payments for the vehicle from the new owner for 24, 36, 48 or more months. A leasing company can be an independent car dealer or a car manufacturer.

New Owner Reported

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

Ownership History

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

Title Issued

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

Follow Us:



[facebook.com/CARFAX](https://www.facebook.com/CARFAX)



@CARFAXinc



About CARFAX

CARFAX DEPENDS ON ITS SOURCES FOR THE ACCURACY AND RELIABILITY OF ITS INFORMATION. THEREFORE, NO RESPONSIBILITY IS ASSUMED BY CARFAX OR ITS AGENTS FOR ERRORS OR OMISSIONS IN THIS REPORT. CARFAX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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8/20/24 3:27:06 PM (CDT)

I have reviewed and received a copy of the CARFAX Vehicle History Report for this 2020 RAM PROMASTER vehicle (VIN: 3C6URVJG3LE108213), which is based on information supplied to CARFAX and available as of 8/20/24 at 4:27 PM (EDT).

Customer Signature

Date

Dealer Signature

Date

Recalls Results by VIN - Vehicle Identification Number

Print 

VIN: 3C6URVJG3LE108213

Year: 2020 **Make:** RAM **Model:** 3500 PROMASTER CARGO VAN HIGH ROOF (159 WB EXT)


Number of Open Recalls: 0

Additional Safety Information

Besides the VIN search tool you just used, NHTSA offers additional safety information based on a vehicle's make, model, and model year and not tied to any particular VIN. A search by vehicle make, model, and model year gives you access to information about technical service bulletins, NHTSA investigations, and owner complaints, as well as safety recalls on aftermarket equipment that is often not linked to a particular VIN or even to your vehicle's manufacturer.

To search NHTSA's safety information based on your vehicle's make, model, and model year, please go to the [Safety Issues & Recalls](#) section and follow the instructions there.

Recall information for this manufacturer is only available going back to January 01, 1990. If your vehicle was manufactured before this date, please contact the manufacturer for possible additional recall information.

 Enter another VIN here:



I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

Submit

Ⓟ

City Auto Sales - Murfreesboro

VEHICLE PROTECTION OPTIONS

Customer Name: MURFREESBORO CITY SCHOOLS	Purchase Price: \$33,980.00	Fees + Add-Ons: \$528.00	Vehicle Payment: \$37,112.68
Vehicle: 2020 Ram ProMaster	Total Payment \$37,112.68	Taxes: \$2,604.68	Protection Items: \$0.00
VIN Number: 3C6URVJG3LE108213	Net Trade: \$0.00		Due On Delivery: \$37,112.68
DealNumber:	Rebate: \$0.00		

PREFERRED	STANDARD	BASIC	ECONOMY
ALLY PROTECTION PLAN <input type="checkbox"/> - Provides mechanical coverage for unplanned expensive repairs, including parts and labor. National coverage, easy to use, peace of mind 24 mo/30000 Miles/\$200 Ded \$3,595.00	ALLY PROTECTION PLAN <input type="checkbox"/> - Provides mechanical coverage for unplanned expensive repairs, including parts and labor. National coverage, easy to use, peace of mind 24 mo/30000 Miles/\$200 Ded \$3,595.00	ALLY PROTECTION PLAN <input type="checkbox"/> - Provides mechanical coverage for unplanned expensive repairs, including parts and labor. National coverage, easy to use, peace of mind 24 mo/30000 Miles/\$200 Ded \$3,595.00	ALLY PROTECTION PLAN <input type="checkbox"/> - Provides mechanical coverage for unplanned expensive repairs, including parts and labor. National coverage, easy to use, peace of mind 24 mo/30000 Miles/\$200 Ded \$3,595.00
MULTI PROTECTION BUNDLE <input type="checkbox"/> - Ally Multi Protection Bundle includes Tire Repair or Replacement, Alloy or Chrome Repair, Replacement or Cosmetic Damage, Paintless removal of ugly Dents and Dings, Replacement of Expensive Keys and Remotes, Repairs small cracks, stars or chips for your Windshield. \$875.00	MULTI PROTECTION BUNDLE <input type="checkbox"/> - Ally Multi Protection Bundle includes Tire Repair or Replacement, Alloy or Chrome Repair, Replacement or Cosmetic Damage, Paintless removal of ugly Dents and Dings, Replacement of Expensive Keys and Remotes, Repairs small cracks, stars or chips for your Windshield. \$875.00	MULTI PROTECTION BUNDLE <input type="checkbox"/> - Ally Multi Protection Bundle includes Tire Repair or Replacement, Alloy or Chrome Repair, Replacement or Cosmetic Damage, Paintless removal of ugly Dents and Dings, Replacement of Expensive Keys and Remotes, Repairs small cracks, stars or chips for your Windshield. \$875.00	
APPEARANCE PROTECTION <input type="checkbox"/> This coverage provides a 10 year warranty protecting both 1.) your vehicle's exterior finish from contaminants like acid rain, bird waste, and tree sap with a transparent layer of polymeric coating; and 2.) your vehicle's interior against accidental spills and stains, cracking and fading with a special blend of polymer fluids. 120 mo/999999 Miles \$895.00	APPEARANCE PROTECTION <input type="checkbox"/> This coverage provides a 10 year warranty protecting both 1.) your vehicle's exterior finish from contaminants like acid rain, bird waste, and tree sap with a transparent layer of polymeric coating; and 2.) your vehicle's interior against accidental spills and stains, cracking and fading with a special blend of polymer fluids. 120 mo/999999 Miles \$895.00		
MAINTENANCE <input type="checkbox"/> \$895.00			
Price: \$6,260.00 Tax: \$567.36 Grand Total: \$43,940.04	Price: \$5,365.00 Tax: \$480.09 Grand Total: \$42,957.77	Price: \$4,470.00 Tax: \$414.57 Grand Total: \$41,997.25	Price: \$3,595.00 Tax: \$350.51 Grand Total: \$41,058.19

As Is
 34888 83



Disclosure Statement:
 - We make available to all of our customers optional products and plans that provide additional protection in connection with the purchase or lease of a vehicle from us. You are not required to buy any of the products in order to obtain your vehicle or financing. Each of these optional products is described in detail in separate documents. Forms, brochures and contracts are available for your review prior to purchase. If you accept, you may pay cash for the plan or it can be financed through your lease or retail installment contract with the approval of the financial institution. The dealership is compensated for providing financial products and services. I agree I have received full disclosure about the terms and costs of the products/plans listed. I assume all liability and hold harmless the dealership as a result of my decision to purchase or not to purchase products or plans.

Customer Signature: _____

Date: 8/20/2024

Prepared By: Jackson Jernigan

Printed On: 8/20/2024 04:32:19 PM (EST)

CITY AUTO SALES, LLC
 1015 Bridge Ave
 MURFREESBORO, TN 37129
 (615)713-4900
 www.cityauto.com

Vehicle Purchase Agreement and Bill of Sale

DATE 08/20/2024
 DEAL NO _____
 STOCK 503475

BUYER ID H12
 SALESMAN HOWSE, J 21E0284
 CONTRACTOR SCROGGINS COM 21044F
 MANAGER JERNIGAN, JACKSON

PURCHASER MURFREESBORO CITY SCHOOLS SOURCE _____

ADDRESS 2552 S CHURCH ST CITY MURFREESBORO COUNTY RUTHERFORD ST TN ZIP 37127

EMAIL ADDRESS adam.grisz@cityschools.net

ENTER MY ORDER FOR YR 2020 MAKERAM _____ MODEL PROMASTER CARGO VAN

VIN 3C6URVJG3LE108213 ODOMETER 56,831 COLOR BLUE TYPE 3500 HIGH ROOF

PHONE NUMBERS	
HOME	<u>(615)893-2313</u>
WORK	<u>N/A</u>
CELL	<u>(615)225-9352</u>

IN CONSIDERATION OF THE RIGHTS AND BENEFITS RECITED HEREIN, CITY AUTO SALES, LLC ("CITY AUTO") AND PURCHASER AGREE THIS DOCUMENT CONFIRMS THE CASH PURCHASE PRICE AND THE FOLLOWING:

Trade-In Warranties As seller of the following trade-in vehicle(s), Purchaser warrants that the balance on their trade-in(s) below is correct and that there are no other liens. If any other claims are asserted against the trade-in, Purchaser will indemnify and reimburse City Auto for same. If the amount owed is less, City Auto will pay over the excess to Purchaser. Purchaser warrants the vehicle(s) has / has not been reconstructed, rebuilt, and does not have a salvage or reconstructed title. Purchaser further warrants that the emission control equipment and airbags have not been removed or altered and are believed to be intact and operational TRADE #1 YR <u>N/A</u> MAKE <u>N/A</u> MODEL <u>N/A</u> MILES <u>N/A</u> COLOR <u>N/A</u> VIN <u>N/A</u> ALLOWANCE <u>N/A</u> ACV* <u>N/A</u> PAYOFF <u>N/A</u> TRADE #2 YR <u>N/A</u> MAKE <u>N/A</u> MODEL <u>N/A</u> MILES <u>N/A</u> COLOR <u>N/A</u> VIN <u>N/A</u> ALLOWANCE <u>N/A</u> ACV* <u>N/A</u> PAYOFF <u>N/A</u> * Actual Cash Value of trade-in: As an accommodation for this transaction, City Auto may give trade-in allowance credit in excess of a vehicle's actual cash value. If this sale is rescinded, Purchaser agrees the ACV shown above is the value that shall be refunded.	LIEN INFORMATION N/A N/A	VEHICLE PRICE N/A N/A N/A N/A N/A	33,980.00 N/A N/A N/A N/A
	TOTAL VEHICLE + PROTECTION PLANS 33,980.00 (-) TRADE-IN CREDIT N/A TRADE DIFFERENCE 33,980.00 Processing Fee 795.00 Business Tax 104.33 Sub-Total 34,879.33 State Sales Tax N/A Local Sales Tax N/A Temporary Tag 9.50 State License N/A Balance Owed On Trade-In N/A GRAND TOTAL 34,888.83 (-) Manufacturer's Rebate N/A (-) Cash on Delivery N/A BALANCE DUE IF SOLD FOR CASH 34,888.83		
PROCESSING FEE You are paying a Processing Fee. This Processing Fee represents recovery by dealer of overhead and costs, plus profit.			
ARBITRATION The Arbitration Agreement signed along with this Bill of Sale is incorporated, herein. A jury trial is waived by both parties.			
USED VEHICLE EXPRESS LIMITED WARRANTY AND DISCLAIMER OF DAMAGES: The Purchaser understands and agrees that if this vehicle is a "Used" vehicle, it may have suffered damage before City Auto took possession of same. Purchaser agrees that despite best efforts, all damages are not detectable before the sale. Purchaser agrees that City Auto shall not be liable for any consequential or incidental damages including, but not limited to, damages for inconvenience, loss of use or loss of time or loss of profits or income, annoyance or mental anguish. If either party must enforce this agreement, the prevailing party shall be awarded attorney's fees and costs. CITY AUTO PROVIDES AN EXPRESS LIMITED WARRANTY FOR USED VEHICLES less than 10 years of age or having less than 150,000 miles. The written Express Limited warranty sets forth certain standards and expectations by all interested parties. Other than the Express Limited Warranty (where applicable) City Auto makes no representations or warranties concerning the condition or history of the used vehicle and ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED OR LIMITED TO THE DURATION OF ITS EXPRESS LIMITED WARRANTY. By signing below, you confirm that you have received a copy of, approve, and agree to the terms of the Express Limited Warranty.		IF YOU ARRANGE FINANCING THROUGH CITY AUTO, IT MAY OR MAY NOT RECEIVE A PORTION OF THE RATE YOU PAY. AGREED _____ (initial)	
Purchaser's Signature <u>[Signature]</u>		This Purchase Agreement is an offer by the undersigned to purchase the vehicle described herein. This Agreement is not enforceable unless and until accepted by an authorized representative of City Auto as shown by their signature below. Purchaser agrees that all prior negotiations or verbal or written statements or representations are merged into this instrument and any there are NO REPRESENTATIONS, WARRANTIES OR CONDITIONS EXCEPT THOSE WHICH ARE CONTAINED WITHIN THIS AGREEMENT AND OTHER DOCUMENTS SIGNED AS PART OF THIS TRANSACTION. IF this purchase is financed, a separate Retail Installment Sales Contract (the "RIC") is expressly contingent upon Purchaser successfully obtaining financing from, City Auto assigning to, and same being accepted by a finance company with which City Auto has prior financing experience. If the RIC is not assigned, this Purchase Agreement is void. In the event of a conflict between this agreement and the Conditional Delivery Agreement, the Conditional Delivery Agreement shall control. I READ THIS DOCUMENT AND WARRANT THAT I AM EIGHTEEN YEARS OF AGE OR OLDER. Purchaser's Signature <u>[Signature]</u>	

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is entered into between CITY AUTO SALES, LLC ("Dealership") and MURFREESBORO CITY SCHOOLS ("Customer").

The parties acknowledge and agree that the vehicle has traveled in interstate commerce. As a result, the parties acknowledge that all aspects of this transaction including the sale, lease, or financing impact upon interstate commerce.

In consideration of the purchase or lease of a 2020 RAM PROMASTER CARGO VAN 3500 HIGH ROOF 159" WB EX
YEAR MAKE MODEL BODY STYLE
3C6URVJG3LE108213, the parties hereby agree that any and all disputes regarding the vehicle and this
VEHICLE IDENTIFICATION NUMBER

transaction be resolved through binding arbitration (including disputes against Dealership's employees and other representatives). The parties therefore agree that all claims, demands, disputes or controversies of every kind or nature that may arise concerning; any of the statements or documents claimed to induce the signing of this Agreement or the sale, servicing or financing of the vehicle; negotiations leading to the sale, servicing or financing of the vehicle; terms and conditions of the sale, servicing, or financing agreement; arrangements for financing, advertising of the vehicle, purchase of insurance, extended service contracts, options or optional equipment; the performance or condition of the vehicle; any representations, promises, or omissions made in connection with the negotiations for the sale, lease, or financing of the vehicle; mechanical or body shop services; compliance with any laws including, but not limited to, the Tennessee Consumer Protection Act, the Gramm-Leach-Bliley Privacy Act, the Federal Truth-In-Lending Act, and Federal and State Anti-Trust laws; or any other aspect of the vehicle and its sale, lease, or financing shall be settled by binding arbitration, conducted pursuant to the provisions of the Federal Arbitration Act, 9 U.S.C. Section 1, et seq., and according to the Commercial Rules of the American Arbitration Association.

It is understood and agreed that all disputes shall be resolved through final binding arbitration. In the event either party asserts any claim in litigation which is covered by this Agreement, the other party shall have the right to seek arbitration in accordance with this Agreement. Arbitration shall be before a single arbitrator whose decision may be filed with a court of competent jurisdiction for enforcement. The arbitrator shall have power to award all legal and equitable remedies available in a judicial forum, including, but not limited to, money damages, attorneys' fees, declaratory relief, and injunctive relief. No party shall have the right under this Agreement to seek arbitration on behalf of a class. The arbitrator, who is selected by agreement of the parties, hears all evidence and issues a ruling.


There is no jury and there is no appeal. This Agreement further limits and waives the right to bring a claim as a representative for or as a member of a class.

Either party may demand arbitration by filing with the American Arbitration Association (1975 Century Blvd. N.E., Suite 1, Atlanta, Georgia 30345) a written demand for arbitration along with a statement of the matter in controversy and the filing fee. A copy of the demand for arbitration shall simultaneously be served upon the other party. Dealership shall reimburse the Customer for any filing fees and/or deposits required by the AAA which the Customer is obligated to pay in order to commence Arbitration. The parties may agree after a dispute arises to use an arbitration service or a private arbitrator other than the AAA. The parties agree that the arbitration proceedings to resolve all such disputes shall be conducted in Shelby County, Tennessee. The parties consent to the jurisdiction of the Courts of Tennessee for the purpose of enforcing this Agreement.

The parties agree that should any provision of this Agreement be declared or be determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term or provision shall be deemed not to be part of this Agreement.

YOU AGREE THAT YOU HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT REVIEW OF THIS AGREEMENT BY YOUR ATTORNEY.

BEFORE SIGNING THIS AGREEMENT MAKE SURE YOU HAVE READ IT CAREFULLY. IT LIMITS YOUR RIGHTS TO BRING A COURT ACTION OR JOIN AS A MEMBER OF A CLASS ACTION SUIT. SIGN IT ONLY IF YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY AGREEING TO RESOLVE DISPUTES BY BINDING ARBITRATION, YOU ARE WAIVING YOUR CONSTITUTIONAL RIGHT TO A TRIAL BY JURY.

	08/20/2024		08/20/2024
CUSTOMER	DATE	DEALERSHIP REPRESENTATIVE	DATE
CO-BUYER (If Applicable)	N/A		
	DATE		

STOCK #: 503475



TENNESSEE DEPARTMENT OF REVENUE
Application for Noting of Lien, Duplicate Title, or Multipurpose Use

NEW OR CURRENT TITLE NUMBER: N/A
TRANSACTION CODE*:
REGISTRATION ONLY NUMBER: N/A

OWNER INFORMATION *LEGAL STATUS: 1 (AND) 2 (OR) [] ENTER NAME CODE IN BOX 1 (SAME) 2 (DIFFERENT) 3 (MULTIPLE LAST NAMES) 4 (COMPANY) 5 (OVER 25 CHARACTERS) [] MAO [] ILU []

LAST NAME FIRST NAME MIDDLE INITIAL: MURFREESBORO CITY SCHOOLS,
ADDRESS 1 (MAILING): 2552 S CHURCH ST
ADDRESS 2 (PHYSICAL) CITY STATE ZIP CODE:
CITY STATE ZIP CODE: MURFREESBORO, TN 37127
ADDITIONAL OWNER: N/A
CITY OF RESIDENCE/PRINCIPAL BUS OR INCORP LOCATION: RUTHERFORD
PURCHASE DATE: 08/20/2024
*LEASED [] *SERVICE OPTIONS []
TELEPHONE #: (615)893-2313
PLACARD/HEARING IMPAIRED CLS/YR: N/A
INSURANCE POLICY #: N/A

VEHICLE INFORMATION

VIN: 3C6URVJG3LE108213
MAKE: RAM MODEL: PROMASTE YEAR: 2020 BODY: 3500 HIGH TITLE BRAND - translation: N/A
CODE: N/A TYPE OF FUEL - translation: N/A
SURRENDERED TITLE #: STATE: TN PREVIOUS STATES TITLED: VEHICLE USE: N/A VEHICLE TYPE: USED CURRENT MILEAGE: 56,831
ODOMETER INDICATOR (List one): ACTUAL (0) NOT ACTUAL (3) OVER 10 YRS/16,000 LBS. (1) IN EXCESS OF MECHANICAL LIMITS (9) N/A
COLOR CODE (enter appropriate code)*: UPPER: BLUE LOWER: N/A MOBILE HOME LGTH: WPTH: #AXLES: GROSS VEHICLE WEIGHT: N/A
*VEHICLE TRADE-IN DESCRIPTION: N/A COMPANY VEHICLE #: N/A

PLATE INFORMATION *(required for Title and Registration and Registration Only Transactions)

PLATE #(1): N/A CLASSCODE/ISSUE YR(1)(3): VALIDATION #(1): COUNTY STICKER #(1): CITY STICKER #(1)(2): *PLATE #(TRADE IN) (2): CLASS CODE/ISSUE YR (2): EXPIRATION DATE (1) (2) (3):
TDR STICKER # (4): TEMP OPERATOR PERMIT # (3): # OF SEATS (5): ZONE COUNTY NAME (6): USDOT/REGISTRANT #(7): MOTOR CARRIER #(8):

LIEN INFORMATION (if lien present)

FIRST LIENHOLDER: N/A LIEN DATE: 08/20/2024
STREET CITY STATE ZIP CODE:
SECOND LIENHOLDER: N/A LIEN DATE: N/A
STREET CITY STATE ZIP CODE: N/A

LESSEE/REGISTRANT INFORMATION (OWNER OF PLATE)

LEGAL STATUS [] NAME CODE [] MAO [] ILU []
NAME: N/A
ADDRESS: N/A CITY STATE ZIP CODE:

VEHICLE COST/TAX INFORMATION *(required for Title and Registration Transactions)

SALE PRICE: 33,980.00 TRADE IN ALLOWANCE: N/A WARRANTY AMOUNT: N/A TAXABLE AMOUNT: 33,980.00 SALES TAX PAID: 104.33 *TAX EXEMPTION REASON/SALES TAX#: N/A
DEALER NAME: CITY AUTO SALES, LLC DEALER ADDRESS: 1015 Bridge Ave MURFREESBORO, TN 37129 DEALER #: N/A

*Required for Duplicate Title - T.C.A. 55-3-115 (submit illegible or altered Certificate of Title)

[] LOST [] STOLEN [] MUTILATED [] RETURNED DUE TO NON DELIVERY [] ALTERED [] ILLEGIBLE

Under penalties of perjury, I hereby certify all information provided is true and correct to the best of my knowledge, and acknowledge that it is not the responsibility of the Vehicle Services Division or its assignees to determine the accuracy of the information provided by me or on my behalf.

SIGNATURE OF CERTIFIER/OWNER: POWER OF ATTORNEY/AUTHORIZED SIGNATURE (IF APPLICABLE): DATE: 08/20/2024

INVOICE NUMBER COUNTY NAME CO NUMBER DATE OF APPLICATION: 08/20/2024 BY AUTHORITY OF REGISTRAR OF MOTOR VEHICLES (COUNTY CLERK)

OFFICE USE ONLY

REGISTRATION FEE ELECTRIC VEHICLE FEE CREDIT LEASE FEE TRANS FEE CLERK FEE ISSUANCE FEE LIEN FEE TITLE FEE TOTAL TAX COLLECTED
COMPUTATION OF SALES OR USE TAX LOCAL RATE ADDITIONAL TAX COLLECTED IN STATE OF COUNTY WHEEL TAX CITY WHEEL TAX INS FEE
*SERVICE OPT FEE ORGAN DONOR POSTAGE VER ID/RESIDENCY VERIFICATION VIN PLATE FEE *TOTAL FEES COLLECTED



TENNESSEE DEPARTMENT OF REVENUE
Power of Attorney for Vehicle Transactions

RV-F1311401 (Rev. 2-21)

PURPOSE: To appoint an individual or entity to manage vehicle transactions on the behalf of another individual. (Tenn. Code Ann. § 34-6-101 and 102). Dealers must use a secure power of attorney (RV-F1316901) to transfer ownership when the original certificate of title is not available for the owner to make an odometer disclosure as required by The Motor Vehicle Information & Cost Savings Act of 1986; 49CFR580.

INSTRUCTIONS: Please complete the document below in its entirety. NOTE: This document is void if any information has been left blank or if any information entered hereon has been erased or altered by any means.

A. AFFIANT INFORMATION:

Date: 08/20/2024

I, MURFREESBORO CITY SCHOOLS, do hereby appoint (Name of Attorney-in-fact Representative) of CITY AUTO SALES, LLC (Business or Title Service, if applicable) 1015 Bridge Ave (Street Address) MURFREESBORO, TN 37129 (City) (State) (Zip Code) as my attorney-in-fact to sign my name

to all applicable documentation relative to any title or registration transactions for the vehicle described herein. I understand that these documents may contain the federally mandated odometer disclosure and that I am responsible for the disclosures made therein. This authority is limited to the vehicle listed below:

Make: RAM VIN: 3C8URVJG3LE108213
Model: PROMASTER CARGO VAN Body Type: 3500 HIGH ROOF 159" WB EX Year: 2020

Check the appropriate box for each transaction type authorized:

- Duplicate Title
Noting of Lien
Request for Verification of Ownership on Vehicles Found Abandoned, Immobile or Unattended
Vehicle Information Request
Application for Title and Registration
Transfer of Title
Other (Specify):

The area below is to be completed by the party granting authority:

Individual Business:

MURFREESBORO CITY SCHOOLS Business Name MURFREESBORO CITY SCHOOLS (Printed Name of Individual or Business Owner)
2552 S CHURCH ST MURFREESBORO, TN 37127 (Physical Street Address) (City) (State) (Zip Code)
(615)893-2313 (Telephone Number) adam.grisz@cityschools.net (Email Address)

B. ACKNOWLEDGMENT:

AFFIANT CERTIFICATION STATEMENT: I, the undersigned affiant, hereby certify that the statements made herein are true and correct to the best of my knowledge, information and belief. Fraudulent statements made in this application could result in denial of this request and subject the signatory to criminal and civil penalties.

Affiant's Signature: [Signature] Date: 08/20/2024

FACTS

WHAT DOES City Auto Sales, LLC ("City Auto") DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and employment information

How?

All financial companies need to share customer's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customer's personal information; the reasons City Auto chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does City Auto share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call —our menu will prompt you through your choice(s) or
- Visit us online: www.cityauto.com

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call or go to www.cityauto.com

10

Who we are

Who is providing this notice?

City Auto Sales, LLC ("City Auto")

What we do

How does City Auto protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does City Auto collect my personal information?

We collect your personal information, for example, when you

- apply for financing or provide employment information
- give us income information or show your government issued ID
- give us your contact information

City Auto collects your personal information from others, such as credit reporting agencies, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Affiliated include finance companies such as Pace Financial, LLC.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Nonaffiliates can include banks, motor vehicle finance companies, insurance companies, and direct marketing companies.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Joint marketing participants include finance companies, extended service contract providers, and insurance agencies.

Other important information



**CONDITIONAL DELIVERY AGREEMENT
THIS TRANSACTION IS NOT FINAL**

YEAR: 2020 MAKE: RAM MODEL: PROMASTER CAR VIN#: 3C6URVJG3LE108213

I understand that I am taking possession of this vehicle prior to approval from a financial institution and that this transaction is conditioned upon final approval by a lender and funding to the Dealer. I further understand that by taking possession of this vehicle I have agreed to its purchase at the price agreed upon with the Dealer ("City Auto Sales, LLC" or "City Auto") as shown on the financing contract.

I give the Dealer authorization to investigate my credit and place the financing contract with the lender of their choosing. I understand that if the Dealer is unable to obtain final funding of the financing contract within sixty (60) business days, or if I am unable to obtain financing of my own within 24 hours after notification from the Dealer that the financing contract has been denied, I will be required to return the vehicle to the Dealer. I agree that if I do not promptly return the vehicle that the Dealer may repossess the vehicle from me wherever it may be found. If a lender requires additional conditions from me before accepting the contract, I will use my best efforts to immediately comply with such conditions. If I do not meet or agree to accept any additional conditions or terms, this purchase and the financing contract will be void.

I agree that the Dealer has the right to rely on any representation made by me in connection with the purchase contract and the financing contract, including information I provided on the credit application. In the event any representations are incorrect or false, the Dealer has the right to cancel the purchase and the financing contract immediately.

I understand that I am liable for any personal injuries and physical damage that might occur to the vehicle or to other persons or property due to my operation of the vehicle, including any fines charged against the vehicle, even in the event that I am required to return the vehicle. I agree to indemnify the Dealer against such losses. In addition, I have provided evidence of collision/comprehensive and liability insurance which will cover any damage which might occur to the vehicle or other property or persons during my operation of the vehicle. **Until this is final, I am responsible for any payments due or to come due on my trade-in vehicle.**

Dealer: City Auto Sales, LLC

Customer(s)
MURFREESBORO CITY SCHOOLS
Print Name
08/20/2024
Date

Tenn. Code Ann. § 55-17-114 (West)
Rev 11/15

PRODUCT WAIVER

PURCHASER(S): MURFREESBORO CITY SCHOOLS DEAL NUMBER: 503475

Year 2020 Make RAM Model PROMASTER CARGO VAN VIN 3C6URVJG3LE108213

City Auto Sales, LLC ("City Auto") wants to make sure You have been provided the opportunity to purchase optional products that are important and useful.

1. Extended Service Contract: In the event of mechanical breakdown or failure, an Extended Service Contract provides for repair and replacement of covered vehicle components. You are not required to purchase an Extended Service Contract.

- I Do wish to purchase an Extended Service Contract
- I Do wish to purchase an Extended Service Contract through a Service Payment Plan
- I Do NOT wish to purchase an Extended Service Contract and understand that I will be responsible to pay for all repairs and parts after the expiration of the City Auto Express Limited Warranty.

Purchaser Signature: [Signature] Date: 08/20/2024

2. Guaranteed Asset Protection ("GAP"): In the event of a total loss or theft of Your vehicle, GAP addresses the deficiency between the loan payoff at the time of the loss and any insurance settlement check. You are not required to purchase GAP.

- I Do wish to purchase GAP
- I Do NOT wish to purchase GAP and understand that I am not entitled to GAP benefits in the event of a total loss of the vehicle.

Purchaser Signature: [Signature] Date: 08/20/2024

3. Tire and Wheel Protection In the event of damage to a tire and/or wheel, Tire and Wheel protection will repair or replace the damaged item. Cosmetic Alloy wheels are covered as well as Road Hazards (depending on plan). You are not required to purchase Tire and Wheel Protection.

- I Do wish to purchase Tire and Wheel Protection
- I Do NOT wish to purchase Tire and Wheel Protection and understand that I am not entitled to benefits in the event of tire or wheel damage.

Purchaser Signature: [Signature] Date: 08/20/2024

4. Key Replacement Guaranteed key replacement for lost, stolen or destroyed keys. Covers reprogramming cost. You are not required to purchase Key Replacement.

- I Do wish to purchase Key Replacement
- I Do NOT wish to purchase Key Protection and understand that I am not entitled to benefits in the event of lost, stolen or destroyed keys.

Purchaser Signature: [Signature] Date: 08/20/2024

5. Dupont Automotive Protection Safeguard your new investment against environmental threats. You are not required to purchase Dupont Automotive Protection.

- I Do wish to purchase Dupont Automotive Protection
- I Do NOT wish to purchase Dupont Automotive Protection and understand that I am not entitled to safeguard your vehicle against environmental threats.

Purchaser Signature: [Signature] Date: 08/20/2024



TENNESSEE DEPARTMENT OF REVENUE
Odometer Disclosure Statement

STOCK #: 503475

RV-F1317001 (Rev. 10-21)

PURPOSE: Federal and state law require both seller (transferor) and buyer (transferee) to accurately state the mileage of any used motor vehicle, with a manufacture year of 2011 or newer, in connection with the transfer of ownership whether sale, trade-in or exchange. Failure to complete or providing a false statement may result in fines and/or imprisonment.

INSTRUCTIONS: In Section A, the seller (transferor) prints their name on the line and checks one box that best applies. In Section B, the seller (transferor) and/or buyer (transferee) complete the required information, including the date of transaction.

SECTION A:

I, CITY AUTO SALES, LLC

SELLER OR TRANSFEROR'S NAME (PLEASE PRINT)

Certify to the best of my knowledge that the odometer reading on the vehicle described below is one of the following statements (check one):

- 1. Actual Mileage of the vehicle, no discrepancies 56,831 ODOMETER READING (NO TENTHS)
- 2. In Excess of Mechanical Limits: I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer (check only if digits on odometer are impossible to determine).
- 3. Not Actual Mileage - odometer reading is not the actual mileage. WARNING - Odometer Discrepancy form must be completed, or titling transaction will be delayed.

EXEMPTIONS, as defined by NHTSA (National Highway Traffic Safety Administration), "a transfer of any of the following motor vehicles need not disclose the vehicle's odometer mileage under the following circumstances:

- a) Gross Vehicle Weight Rating of more than 16,000 pounds
- b) Vehicle not self-propelled
- c) Vehicle is model year 2010 or older
- d) Vehicle sold directly by the manufacturer to any agency of the United States in conformity with contractual specifications
- e) New vehicle prior to first transfer for purposes other than resale

SECTION B:

VIN: 3C6URVJG3LE108213 Year: 2020 Make: RAM Model: PROMASTER CARGO V

Seller Address: 1015 Bridge Ave City: MURFREESBORO State: TN Zip: 37129

Seller Signature: _____ Date: 08/20/2024

Buyer Address: 2552 S CHURCH ST City: MURFREESBORO State: TN Zip: 37127

Buyer Name (Print): MURFREESBORO CITY SCHOOLS Buyer Signature:  Date: 08/20/2024

Any alterations or corrections may void this form.

BUYERS GUIDE

IMPORTANT: Spoken promises are difficult to enforce. Ask the dealer to put all promises in writing. Keep this form.

RAM	PROMASTER CARGO V 2020	3C6URVJG3LE108213
VEHICLE MAKE	MODEL	YEAR

WARRANTIES FOR THIS VEHICLE:

AS IS - NO DEALER WARRANTY

THE DEALER DOES NOT PROVIDE A WARRANTY FOR ANY REPAIRS AFTER SALE.

DEALER WARRANTY

- FULL WARRANTY.
- LIMITED WARRANTY. The dealer will pay 100 % of the labor and 100 % of the parts for the covered systems that fail during the warranty period. Ask the dealer for a copy of the warranty, and for any documents that explain warranty coverage, exclusions, and the dealer's repair obligations. *Implied warranties* under your state's laws may give you additional rights.

SYSTEMS COVERED:

DURATION:

_____	_____
_____	_____
_____	_____
_____	_____

NON-DEALER WARRANTIES FOR THIS VEHICLE:

- MANUFACTURER'S WARRANTY STILL APPLIES. The manufacturer's original warranty has not expired on some components of the vehicle.
- MANUFACTURER'S USED VEHICLE WARRANTY APPLIES.
- OTHER USED VEHICLE WARRANTY APPLIES.

Ask the dealer for a copy of the warranty document and an explanation of warranty coverage, exclusions, and repair obligations.

- SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state's laws may give you additional rights.

ASK THE DEALER IF YOUR MECHANIC CAN INSPECT THE VEHICLE ON OR OFF THE LOT.

OBTAIN A VEHICLE HISTORY REPORT AND CHECK FOR OPEN SAFETY RECALLS. For information on how to obtain a vehicle history report, visit ftc.gov/usedcars. To check for open safety recalls, visit safercar.gov. You will need the vehicle identification number (VIN) shown above to make the best use of the resources on these sites.

SEE OTHER SIDE for important additional information, including a list of major defects that may occur in used motor vehicles.

Si el concesionario gestiona la venta en español, pídale una copia de la Guía del Comprador en español.

7

Here is a list of some major defects that may occur in used vehicles.

Frame & Body

Frame—cracks, corrective welds, or rusted through
Dog tracks—bent or twisted frame

Engine

Oil leakage, excluding normal seepage
Cracked block or head
Belts missing or inoperable
Knocks or misses related to camshaft lifters and push rods
Abnormal exhaust discharge

Transmission & Drive Shaft

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged case which is visible
Abnormal noise or vibration caused by faulty transmission or drive shaft
Improper shifting or functioning in any gear
Manual clutch slips or chatters

Differential

Improper fluid level or leakage, excluding normal seepage
Cracked or damaged housing which is visible
Abnormal noise or vibration caused by faulty differential

Cooling System

Leakage including radiator
Improperly functioning water pump

Electrical System

Battery leakage
Improperly functioning alternator, generator, battery, or starter

Fuel System

Visible leakage

Inoperable Accessories

Gauges or warning devices
Air conditioner
Heater & Defroster

Brake System

Failure warning light broken
Pedal not firm under pressure (DOT spec.)
Not enough pedal reserve (DOT spec.)
Does not stop vehicle in straight line (DOT spec.)
Hoses damaged
Drum or rotor too thin (Mfgr. Specs)
Lining or pad thickness less than 1/32 inch
Power unit not operating or leaking
Structural or mechanical parts damaged

Air Bags

Steering System

Too much free play at steering wheel (DOT specs.)
Free play in linkage more than 1/4 inch
Steering gear binds or jams
Front wheels aligned improperly (DOT specs.)
Power unit belts cracked or slipping
Power unit fluid level improper

Suspension System

Ball joint seals damaged
Structural parts bent or damaged
Stabilizer bar disconnected
Spring broken
Shock absorber mounting loose
Rubber bushings damaged or missing
Radius rod damaged or missing
Shock absorber leaking or functioning improperly

Tires

Tread depth less than 2/32 inch
Sizes mismatched
Visible damage

Wheels

Visible cracks, damage or repairs
Mounting bolts loose or missing

Exhaust System

Leakage
Catalytic Converter

CITY AUTO SALES, LLC

DEALER NAME

1015 Bridge Ave MURFREESBORO, TN 37129

ADDRESS

(615)713-4900

TELEPHONE

AHARE@CITYAUTO.COM

EMAIL

FOR COMPLAINTS AFTER SALE, CONTACT:

GENERAL MANAGER

IMPORTANT: The information on this form is part of any contract to buy this vehicle. Removing this label before consumer purchase (except for purpose of test-driving) violates federal law (16 C.F.R. 455).

Agenda Item Title: Contract for purchase of Skyward Student Core Base Functionality Software

Board Meeting Date: September 10, 2024

Department: Technology

Presented by: April Zavis

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Technology Department received its annual task order to maintain the license to the Skyward Student Core Base Functionality Software used by the district on 8/30/24. This task order is governed by the master contract, Edison No. 61801.

Staff Recommendation

Approval of contract for purchase of Skyward Student Core Base Functionality Software

Fiscal Impact

The cost of the contract is \$46,579.00. The funding is derived from the general-purpose budget.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Attachment B [Task Order (TO)]

**TASK ORDER
BETWEEN
THE
MURFREESBORO
CITY SCHOOLS
And
SKYWARD, INC**

This Task Order (TO), by and between the MURFREESBORO CITY SCHOOLS, hereinafter referred to as the "EA" and SKYWARD, INC, hereinafter referred to as the "Contractor" is as follows:

The Contractor understands and agrees that this TO is governed by the provisions of Edison Contract Number 61801, hereinafter referred to as the "Master Contract". In the provision of services pursuant to this TO, the Contractor will conform to these provisions in their entirety. In the event of a conflict between the TO and the Master Contract, the documents shall govern in the order of preference given in the Master Contract.

This TO shall be effective for the period commencing on 7/1/2024, and ending on 6/30/2025, unless amended.

In no event shall the maximum liability of the EA under this TO exceed \$46,579.00. For the services provided pursuant to this TO, this amount shall constitute the TO Project Price and the entire potential compensation due the Contractor for the goods and/or services and all of the Contractor's obligations hereunder regardless of the difficulty, travel, administrative fees, or materials/equipment required. The Contractor shall be compensated as specified in the associated Statement of Work at the fixed-prices and/or hourly rate(s) quoted in the Contractor's Project Quote and transcribed here:

Service Description	Amount (per compensable increment)
Student Core – Base Functionality – ADM 8992 x \$5.18 Per ADM	\$46,579.00

Payments to the Contractor pursuant to this TO will be made in accordance with the Tennessee Prompt Payment Act. Invoices shall be submitted to:

MURFREESBORO CITY SCHOOLS

Street Address: 2552 S CHURCH ST

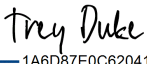
City, State, Zip: MURFREESBORO, TN 37127-7135

Email Address: trey.duke@cityschools.net

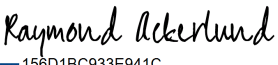
The EA may, at any time and for any reason, terminate this TO in accordance with Contract Section A.7.b.

This TO may be modified only by a written amendment in accordance with Contract

District Name: MURFREESBORO CITY SCHOOLS

DocuSigned by:

1A6D87E0C62D41E
District Signature _____ August 30, 2024
Date

Contractor Name: SKYWARD, INC.

DocuSigned by:

156D1BC933E941C...
Contractor Signature _____ August 28, 2024
Date

Agenda Item Title: Board Policy 3.204, Threat Assessment Team, on first reading

Board Meeting Date: September 10, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

After feedback from the Board on June 11, 2024, revised changes to Board Policy 3.204 are presented for consideration.

The district's threat assessment team meets once a month to review and confer on threat assessments administered and make recommendations and any data gathered is shared with the Board on a monthly basis at the first Board meeting. This policy is updated to have this data shared with the Board on a monthly basis to make this data available after the threat assessment team meets.

Staff Recommendation

Approve changes to Board Policy 3.204, Threat Assessment Team, on first reading

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City Schools

Monitoring: Review: Annually, in September	Descriptor Term: Threat Assessment Team	Descriptor Code: 3.204	Issued Date: 07/25/23
		Rescinds:	Issued:

1 *General*¹

2 A threat assessment team shall be created within the school district to develop intervention-based
3 approaches to prevent violence, manage reports of potential threats, and create a system that fosters a
4 safe, supportive, and effective school environment. The Director of Schools shall appoint the members
5 of the threat assessment team.

6 The Director of Schools shall develop administrative procedures regarding the training and operations
7 of the team to comply with state law and State Board of Education rules and regulations.

8 **TEAM MEETINGS**

9 All threat assessment team meetings shall be closed to the public.²

10 **RECORDKEEPING**³

11 The team shall document all behaviors and incidents deemed to pose a risk to school safety or that
12 resulted in intervention and shall provide the information to the Director of Schools.

13 A report of the activities of the threat assessment team will be compiled and shared with the Board
14 ~~before each regular meeting on a monthly basis.~~

15 Documents produced or obtained regarding these assessment activities will not be open for public
16 inspection.

Legal References

1. TCA 49-6-2701 *et seq.*; ~~Public Chapter 2023,~~
~~Chapter No. 367~~
2. TCA 49-6-2701(f)
3. TCA 49-6-2702

Cross References

- School District Records 1.407
Safety 3.201
Security 3.205
Student Records 6.600

Agenda Item Title: Board Policy 1.103, Board Evaluation, on first reading

Board Meeting Date: September 10, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Board Policy 1.103 is a new policy recommendation based on the TSBA model policy for board evaluations. This is a written codification of the current practices of the Board in performing its annual evaluation.

Staff Recommendation

Approve Board Policy 1.103, Board Evaluation, on first reading

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
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- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City School Board

Monitoring: Review: Annually, in July	Descriptor Term: Board Evaluation	Descriptor Code: 1.103	Issued Date: Click here to enter a date.
		Rescinds:	Issued:

- 1 To ensure the continued effectiveness of school board leadership, the Board will conduct an annual
- 2 evaluation of its operational procedures.

- 3 This annual evaluation shall be developed based upon the following factors:

- 4 (a) Board members shall know and be involved in the development of standards by which they will
- 5 evaluate themselves.

- 6 (b) The evaluation shall consist of the opinions of individual board members, but the results shall
- 7 be discussed by the Board as a whole.

- 8 (c) The Board is not required to limit itself to the items included in any formal evaluation
- 9 instrument.

- 10 (d) Each judgment shall be supported by rational and objective evidence.
- 11
- 12 (e) At the conclusion of the evaluation, the Board shall develop goals for the ensuing year.

Cross References

Board Member Development Opportunities 1.204

Agenda Item Title: TDOE State Special Education Preschool Grant

Board Meeting Date: September 10, 2024

Department: Special Education

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS has been awarded the State Special Education preschool Grant. This recurring grant will supply funds to provide additional support to students with disabilities while in inclusive settings. The funds will allow MCS to provide:

- Ten educational assistants to work exclusively with Preschool (currently funded through GP).
- A behavior coach specifically for Preschool
- Praxis for ten of our IPK teachers to receive the endorsement for dual certification which will allow us to increase the number of blended classrooms.

Staff Recommendation

The Special Education department is recommending approval of the State Special Education Preschool Grant.

Fiscal Impact

The FY25 allocation will be \$317,102.70 plus a carryover amount of \$98,918.20.

Connection to MCS's Five-Year Strategic Plan

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- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City Schools Budget Amendment (#3)

BOE Approval

9/10/2024

General Purpose Schools Fund 141
Fiscal Year 2024-25

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 46515	Early Childhood Education	1,347,667	1,500,605	152,938
Total Increase in Revenues		\$ 1,347,667	\$ 1,500,605	\$ 152,938
<u>Expenditures</u>				
141 E 71200 163	Educational Assistants	\$ 3,530,000	\$ 3,655,000	\$ 125,000
141 E 73400 201	Social Security	595,640	603640.0	8,000
141 E 73400 204	Retirement	858,075	875,513	17,438
141 E 73400 206	Life Insurance	24,000	24,500	500
141 E 73400 212	Medicare	139,305	141,305	2,000
Total Increase in Expenditures		\$ 5,147,020	\$ 5,299,958	\$ 152,938

CHANGE IN FUND BALANCE (CASH) -

MCS was awarded the State Special Education preschool Grant. This recurring grant will supply funds to provide additional support to students with disabilities while in inclusive settings. The \$152,938 is to adjust the revenue from projected to actual.

 9/3/24

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<u>Bobby W Duke III</u>	<u>9/3/2024</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

Agenda Item Title: Budget Amendment – GP Fund 141- Director’s Salary

Board Meeting Date: September 10, 2024

Department: Finance

Presented by: Trey Duke, Director

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

This amendment is to reallocate \$15,565 of funds within the General-Purpose Schools Fund 141 with no net change within the accounts. These expenditures address changes in Director salary, insurance, and benefits within the General-Purpose Schools Fund. The specific increase will address the new contract approved by the Board on May 28, 2024. The amendment does not change fund balance.

Staff Recommendation

To approve the FY25 budget amendment to recognize the new contract.

Fiscal Impact

The increase in the salary and benefits line will come from reductions in the staff development, other charges, and equipment lines within the same budget category. There is no change to Fund Balance and no impact to other budget categories.

Connection to MCS’s Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
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- Empowered:** Every student will be *empowered* through academic success.

Murfreesboro City Schools

INTER-FUND BUDGET TRANSFER/AMENDMENT REQUEST

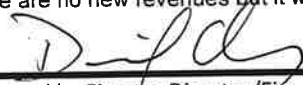
Budget Fiscal Year 2024-2025 General Purpose Fund 141


August 27, 2024

Expenditure Accounts	Description	Increase	Decrease
141 E 72320 101	DIRECTOR	13,610	
141 E 72320 201	SOCIAL SECURITY	845	
141 E 72320 204	STATE RETIREMENT	875	
141 E 72320 206	LIFE INSURANCE	35	
141 E 72320 212	MEDICARE	200	
141 E 72320 524	STAFF DEVELOPMENT		565
141 E 72320 599	OTHER CHARGES		5,000
141 E 72320 701	EQUIPMENT		10,000
Total Central Cafeteria Fund		\$ 15,565	\$ 15,565
Total Expenditures		\$ 15,565	\$ 15,565

To transfer \$15,565 in budgeted expenditures within a category to recognize changes of new contract. The increase in Director's salary will recognize the new contract for Director of Schools position, plus increases to benefits and insurance. The savings within the fund will come through a decrease in the staff development, other chargers, and equipment lines.

There are no new revenues but it will create a new position within the department.


8/20/24
 Reviewed by Finance Director/Finance Manager _____ Date _____

Approved	<input checked="" type="checkbox"/>		<u>8/20/2024</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

Agenda Item Title: FY25 ESSER 3.0 budget

Board Meeting Date: September 10, 2024

Department: Federal Programs

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The TN Department of Education requires that local Boards of Education formally approve the ESSER 3.0 applications each year. This application outlines our use of COVID relief funding.

This application amendment redistributes remaining funds for the final year of ESSER 3.0 relief funds, which includes an additional allocation of \$142,632.27. Funds will be used for literacy and science professional development (stipends, substitutes, and materials). Age of learning curriculum (including supplemental materials), laptops for teachers, instruction materials, completion of the HVAC systems at Reeves-Rogers and Hobgood, and the cooling towers at Black Fox, Erma Siegel and Cason Lane Academy. Redistribution of funds will allow for the district to fully liquidated the grant by the required deadline.

ESSER 3.0 funding must be obligated by September 30, 2024.

Staff Recommendation

Recommend approval of the ESSER 3.0 funding applications.

Fiscal Impact

ESSER 3.0 remaining funds of \$1,238,701.51 must be obligated by September 30, 2024, and liquidated by December 15, 2024. The original ESSER 3.0 grant was for \$12,671,280.

Connection to MCS's Five-Year Strategic Plan

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Empowered: Every student will be *empowered* through academic success

Federal Funds 142
Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
ESSER 3.0	1,096,069	1,238,702	142,632
			0
Total Increase in Revenues	\$ 1,096,069	\$ 1,238,702	\$ 142,632
<u>ESSER 3.0</u>			
<u>Expenditures</u>			
Teachers	-	17,094	17,094
Instructional Supplies & Materials	139,796	144,796	5,000
Textbooks	-	100,878	100,878
Regular Instruction Equipment	130,413	130,413	-
Support Supervisor/Director	28,630	28,630	-
Other Salaries & Wages	35,655	35,655	-
Substitutes	31,101	31,101	-
Social Security	6,028	6,028	-
Retirement	5,032	5,032	-
Medical Insurance	2,820	2,820	-
Dental Insurance	71	71	-
Medicare	1,413	1,413	-
Other Contracted Services	67,245	67,245	-
Inservice/Staff Development	36,898	45,786	8,888
Bookkeeper	15,426	15,426	-
Social Security	945	945	-
Retirement	1,877	1,877	-
Dental Insurance	71	71	-
Medicare	221	221	-
Other Fringe Benefits	375	375	-
Transportation-Driver	145	145	-
Building Improvements	542,681	542,681	-
Indirect Cost	49,228	60,000	10,772
Total IDEA Part B	\$ 1,096,069	\$ 1,238,702	\$ 142,632

CHANGE IN FUND BALANCE (CASH) -

This amendment redistributes remaining funds for the final year of ESSER 3 relief funds which includes an additional allocation of \$142,632. Funds will be used for literacy and science professional development, Age of Learning curriculum, laptops for teachers, instruction materials, completion of the HVAC systems at Reeves-Rogers and Hobgood, and the cooling towers at Black Fox, Erma Siegel and Cason Lane Academy, three month salaries /benefits for Federal Director and bookkeeper. Redistribution of funds will allow the district to fully liquidate the grant by the required deadline.

 9/3/24
Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		9/2/2024
Declined	<input type="checkbox"/>	Director of Schools	Date

FY25 ESSER 3.0 Application Board Approval School Year 2024-25

Due November 1, 2024

LEA #: 751	LEA Name (Legal Name of Agency): Murfreesboro City Schools
LEA Legal Mailing Address:	
Street Address: <u>2552 S Church Street</u> _____	
City: <u>Murfreesboro</u> State: <u>Tennessee</u> Zip: <u>37127</u>	

The facts, figures, and representations made in this application, including exhibits, attachments, and assurances herein, are true and correct to the best of my knowledge.

The Board of Education has reviewed and approved this project year's application for filing.
This action is recorded in the official minutes of the Agency's Board meeting held on the date entered below:

August 27, 2024
Board Meeting Date

Director of Schools (Signature)

Dr Trey Duke
Director of Schools (Print Name)

August 27, 2024
Date Signed

Board of Education Official (Signature)

Butch Campbell
Board of Education Official (Print Name)

August 27, 2024
Date Signed

Agenda Item Title: ARP Homeless 2.0

Board Meeting Date: September 10, 2024

Department: Finance & Federal programs

Presented by: Trey Duke, Director

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Program and Finance departments are seeking approval for the closeout of the ARP Homeless 2.0 funding source of \$31,586.32, which includes an additional allocation of \$4,807.32. Funds will be used salaries, benefits, and communication for district staff who support our unhoused population including support from Social Workers and Coordinated School Health staff that occurred in July. Additionally, funds will be used for technology, professional development and tracking service for the MKV van.

There are no programmatic changes from what was previously approved by the Board but represents close out funds for FY25.

Staff Recommendation

Recommend approval of the budget for ARP Homeless 2.0 closeout. This will ensure all remaining funds are expended before the end of the funding cycle.

Fiscal Impact

ARP 2.0 Budget closeout ending December 30, 2024 for \$31,586.32. The original allocation was \$89,884.82.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Schools Federal Projects Fund 142
Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
ARP Homeless 2.0	26,779	31,586	4,807
Total Increase in Revenues	\$ 26,779	\$ 31,586	\$ 4,807

<u>Expenditures</u>			
ARP Homeless 2.0			
Social Workers	1,500	1,500	-
Social Security	93	93	-
State Retirement	183	183	-
Medicare	22	22	-
Other Charges	7,000	9,707	2,707
Other Salaries	4,313	4,313	-
Social Security	275	275	-
State Retirement	525	525	-
Medicare	64	64	-
Other Fringe Benefits	125	125	-
In-Service/Staff Development	2,100	4,200	2,100
Other Equipment	6,409	6,409	-
Communication	229	229	-
Contracts with Private Agencies	3,941	3,941	-
Total Increase in Expenditures	\$ 26,779	\$ 31,586	\$ 4,807

CHANGE IN FUND BALANCE (CASH) 4,807

This amendment is to budget new revenue and expenditures of \$4,807 for professional development and clothing for unhoused students.


9/8/24

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>		<u>9/8/24</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

Agenda Item Title: Access For All Learning Network (AALN) K-8

Board Meeting Date: September 10, 2024

Department: Special Education

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS was awarded the AALN State Grant in FY24 to support the collaboration between general and special education teachers. In the second year of the grant, the district will provide a substitute for one special education teacher each month to participate in PLC unit planning sessions. This will require 14 substitutes per month. This proactive approach will facilitate collaboration and knowledge-sharing between special and general education teachers, focusing on students with disabilities and their access to the curriculum.

Staff Recommendation

Recommended approval for year two of the AALN grant.

Fiscal Impact

The FY25 allocation will be \$15,000. All funds will be allocated toward substitutes.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Schools Federal Projects Fund 142
Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
AALN K-8		15,000	15,000
Total Increase in Revenues	\$ -	\$ 15,000	\$ 15,000
<u>Expenditures</u>			
AALN K-8			
Substitutes		13,800	13,800
Social Security		900	900
Medicare		300	300
Total Increase in Expenditures	\$ -	\$ 15,000	\$ 15,000

CHANGE IN FUND BALANCE (CASH) -

This amendment is to budget new revenue and expenditures for substitutes, social security and medicare while the special educator attends a PLC unit planning session once a month.

[Signature] 9/3/24
Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby N. Duke III</i></u>	<u>9/3/24</u>
Declined	<input type="checkbox"/>	Director of Schools	Date

Agenda Item Title: FY25 21st CCLC Grant Budget Amendment

Board Meeting Date: September 10, 2024

Department: Federal Programs and ESP

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS was awarded \$571,156.50 for year three of the FY25 21st Century Grant. Funds will be used for after-school tutoring at eight grant sites including partial salaries and benefits for the ESP Coordinator, Enrichment Specialist, Data Entry Personnel, certified teachers who provide the tutoring, ESP staff for grant activities, transportation from grant sites in the afternoon, instructional supplies and materials, required family engagement activities, professional development, and fuel.

The 21st Century Grant is a five-year grant.

Staff Recommendation

Recommend approval for FY25 21st CCLC Grant.

Fiscal Impact

\$571,156.50 for year three of the five-year grant.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Schools Federal Projects Fund 142
Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
21st CCLC		571,157	571,157
<hr/>			
Total Increase in Revenues	\$ -	\$ 571,157	\$ 571,157
<hr/>			
<u>Expenditures</u>			
21st CCLC			
Supervisor		57,231	57,231
Teachers		172,320	172,320
Clerical		32,000	32,000
Educational Assistants		137,070	137,070
Other Salaries		52,000	52,000
Social Security		28,400	28,400
State Retirement		23,800	23,800
Life Insurance		150	150
Medical Insurance		15,250	15,250
Dental Insurance		458	458
Medicare		6,635	6,635
Instructional Supplies & Mterials		16,000	16,000
Other Supplies & Materials		5,519	5,519
Inservice/Staff Deveopment		1,292	1,292
Other Charges		5,000	5,000
Indirect Cost		18,031	18,031
<hr/>			
Total Increase in Expenditures	\$ -	\$ 571,157	\$ 571,157
<hr/>			

CHANGE IN FUND BALANCE (CASH) 571,157

The 21st CCLC grant will fund partial salaries and benefits for the ESP Coordinator, Enrichment Specialist and Data Entry personnel, certified teachers for PREP tutoring, ESP staff for grant activities, transportation and fuel from grant sites in the afternoon, instructional supplies and materials, required family engagement activites and professional development.


9/3/24

 Reviewed by Finance Director/Finance Manager Date

Approved	<input checked="" type="checkbox"/>	 Director of Schools	9/3/2024 Date
Declined	<input type="checkbox"/>		

Agenda Item Title: TDOE Voluntary Pre-K Grant

Board Meeting Date: September 10, 2024

Department: Finance

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

MCS received a corrected FY25 allocation from the Tennessee Department of Education for the Voluntary PreK (VPK) grant. The new allocation increased the amount of funds received to support our 12 VPK classrooms and will cover current expenditures in Teachers and related benefits.

Staff Recommendation

Recommended approval of the Voluntary Pre-K allocation.

Fiscal Impact

Increases Voluntary PreK grant allocation by \$20,772. The total FY25 VPK state grant allocation is \$1,084,583.79.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City Schools Budget Amendment (#3)

BOE Approval

9/10/2024

General Purpose Schools Fund 141
Fiscal Year 2024-25

Account Number	Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>				
141 R 46515	Early Childhood Education	1,326,895	1,347,667	20,772
Total Increase in Revenues		\$ 1,326,895	\$ 1,347,667	\$ 20,772
<u>Expenditures</u>				
141 E 73400 116	Teachers	\$ 840,500	\$ 857,500	\$ 17,000
141 E 73400 201	Social Security	52,300	53500.0	1,200
141 E 73400 204	Retirement	58,000	60,262	2,262
141 E 73400 206	Life Insurance	2,200	2,250	50
141 E 73400 212	Medicare	12,235	12,495	260
Total Increase in Expenditures		\$ 965,235	\$ 986,007	\$ 20,772

CHANGE IN FUND BALANCE (CASH) -

MCS received the corrected FY25 allocation from the Tennessee Department of Education for VPK. The new amount will cover current expenditures in Teachers and related benefits.

Dan O'Connell 9/3/24

Reviewed by Finance Director/Finance Manager

Date

Approved	<input checked="" type="checkbox"/>	<u><i>Bobby D. Duke III</i></u>	<u>9/3/2024</u>
		Director of Schools	Date
Declined	<input type="checkbox"/>		

Agenda Item Title: Title III-Immigrant Grant

Board Meeting Date: September 10, 2024

Department: Finance & Federal programs

Presented by: Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The Federal Program and Finance departments are seeking approval for a Title III Immigrant grant for \$9,824.58. Funds will be used to purchase additional Imagine Learning license for English Language Learner students. This amount was awarded by the state from remaining statewide funds. The funds must be encumbered by September 30, 2024.

Staff Recommendation

Recommend approval of the new funding and carryover for Title III Immigrant grant.

Fiscal Impact

The award amount is \$9824.58. for FY25.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Murfreesboro City Schools Budget Amendment

BOE Approval 9-10-24
Exhibit A to resolution NO.

Schools Federal Projects Fund 142
Fiscal Year 2024-2025

Account Description	BUDGET AS PASSED OR PREV AMENDED	AMENDED BUDGET	AMENDMENT INCREASE (DECREASE)
<u>Revenues</u>			
Title III Immigrant		9,825	9,825
Total Increase in Revenues	\$ -	\$ 9,825	\$ 9,825
<u>Expenditures</u>			
Title III Immigrant			
Instructional Supplies & Materials		9,825	9,825
Total Increase in Expenditures	\$ -	\$ 9,825	\$ 9,825
CHANGE IN FUND BALANCE (CASH)			9,825

FY25 Title III Immigrant funds will be used to purchase supplemental Imagine Learning licenses for English Language Learner students. These funds must be obligated by September 30, 2024 and liquidated by December 30, 2024.

Beth Proctor 9/4/24
Date
Reviewed by Finance Director/Finance Manager

Approved	<input checked="" type="checkbox"/>	<u>Bobby D. Duke III</u> Director of Schools	<u>9/4/24</u> Date
Declined	<input type="checkbox"/>		

Agenda Item Title: Reapproval of Palmer Hamilton Designs for Discovery School and Mitchell Neilson Schools

Board Meeting Date: September 10, 2024

Department: Nutrition

Presented by: Trey Duke

Board Agenda Category:

- Consent Agenda
- Action Item
- Reports and Information

Requires City Council Approval: Yes No

Summary

Following Board approval for the Palmer Hamilton contracts in June 2024, it was determined that the original Palmer Hamilton quotes for cafeteria redesigns for Discovery School and Mitchell Neilson Schools did not include painting services. Because painting is a critical element of each design, it was requested that Palmer Hamilton provide new sales quotations and contracts for approval. These goods and services will be provided under the same terms and the same price as provided in Sourcewell Contract #040121-PHL.

Staff Recommendation

Reapproval of Palmer Hamilton Designs for Discovery School and Mitchell Neilson Schools

Fiscal Impact

The total cost increase following the addition of painting services is \$50,730.00. A breakdown of these amounts is as follows:

School	Original Cost	New Cost with Painting
Discovery School	\$34,467.00	\$52,632.00
Mitchell Neilson Elementary	\$101,028.10	\$114,163.10
Mitchell Neilson Primary	\$31,667.50	\$51,097.50

The total cost of these three projects is \$217,892.60. The funding source for this project is the School Nutrition budget.

Connection to MCS’s Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
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- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.

Empowered: Every student will be *empowered* through academic success



Empowering Educators, Engaging Students

Sales Quotation Page 1 of 5

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24453-S3N8-1

Project Name:	Discovery School - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Sourcewell Account ID #: 10832

**Delivered unit pricing per Palmer Hamilton's Sourcewell Contract #091423-
PHL for Furniture Solutions with Related Accessories and Services, one
location, tailgate delivery, ramp included.**

Book #9184

**Note: Off-loading, inside delivery, setting in place, assembly, and installation
are not included in unit price.**

**Lead time is currently 12-14 weeks to ship from the factory for most standard
products, plus 3-10 business days transit time for delivery.**

Decor

Book #9184

1	AW1 Elevation A	3mm DiBond / Direct Print / Wall Mount with No Visible Hardware with 6mm PVC Black Backer / Overall Size 190"w x 9.66"h	\$3,625.00	\$2,537.50	1	\$2,537.50
2	AW2a Elevation B	3mm DiBond / Direct Print / Wall Mount with Aluminum Screw Caps / Overall Size 94"w x 95"h	\$8,475.00	\$5,932.50	1	\$5,932.50
3	AW2b Elevation B	6mm Clear Acrylic / 2nd Surface Print / Cut to Size and Shape / Wall Mount with 1" Standoffs / Overall Size 95"w x 37"h	\$4,200.00	\$2,940.00	1	\$2,940.00
4	AW5 Elevation E Serving Area	3mm DiBond / Direct Print / Wall Mount with Aluminum Svwrew Caps / Overall Size 47"w x 65"h	\$3,050.00	\$2,135.00	1	\$2,135.00



Empowering Educators, Engaging Students

Sales Quotation Page 2 of 5

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24453-S3N8-1

Project Name:	Discovery School - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
5	AW6a-c Elevation E Serving Area	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Mixed Sizes / LOT of (3)	\$6,735.00	\$4,714.50	1	\$4,714.50
6	AW3a Elevation D	Layer 1: 3mm DiBond / Direct Print / Cut to Shape / Wall Mount with 2.5" Stand Offs / Layer 2: 3mm White Acrylic / Cut to Shape / Backlit Glow with White LED / Overall Size	\$11,170.00	\$7,819.00	1	\$7,819.00
<i>*NOTE: School to Install Triplex Receptacle Behind the Top Portion of the Lighthouse**</i>						
7	AW3d&e Elevation D	Layer 1: 3mm Clear Acrylic / Cut to Shape / Layer 2: 3mm DiBond / Direct Print / Cut to Shape / Wall Mount with 2.5" Stand Offs / Halo - Low with LED's / Mixed Sizes / LOT of (2)	\$13,605.00	\$9,523.50	1	\$9,523.50
<i>*NOTE: School to Install Triplex Receptacle Behind the Top Portion of the Lighthouse**</i>						
8	Installation Services	Includes inside delivery, uncrating, assembly, installation, removal of installation documents and approved plans and specifications by Palmer Hamilton authorized installer. Dumpster to be provided by school or district.	\$0.00	\$6,265.00	1	\$6,265.00
<p><i>*NOTE: Installation includes: Meeting and unloading of the truck; Removal of old product and cardboard from new product into a dumpster provided by school or dealer; Installation of new product; Training of personnel, if available.</i></p> <p><i>Installation does NOT INCLUDE:</i></p> <p><i>Dumpsters; prevailing wage, any floor or tile work; any trim work or painting around the wall pocket; stairs; moving of electrical or other obstructions; any unforeseen problems not identified in the site survey; damaged block due to removal.</i></p> <p><i>**Sourced Good/Open Market Item "Not on Sourcewell Contract**</i></p>						
9	Paint Fee	Painting Services as Per Book #9184	\$0.00	\$17,365.00	1	\$17,365.00



Empowering Educators, Engaging Students

Sales Quotation Page 3 of 5

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313

Fax:

Date	Quote #
8/12/2024	RFQ-24453-S3N8-1

Project Name:	Discovery School - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
10	Additional discount	Additional discount based on products, models, quantities quoted and freight savings	\$0.00	(\$6,600.00)	1	(\$6,600.00)

Please provide a receiving contact name, e-mail address, and phone number for scheduling the delivery. This contact needs to be available during the workday and, also, during nights and weekends to schedule the delivery, if necessary.

Lead times may vary and will be based on receipt of purchase order with full product information, full color information, artwork and color approvals, material availability, and the production schedule availability at the time order is received.

Lead time is currently 12-14 weeks to ship from the factory for most standard products, plus 3-10 business days transit time for delivery.

Friday deliveries are subject to a 10-20% freight charge increase due to additional carrier back haul costs.

The freight quote provided is an estimate. Freight will be recalculated and billed at time of shipment



Empowering Educators, Engaging Students

Sales Quotation Page 4 of 5

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24453-S3N8-1

Project Name:	Discovery School - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Each Sourcewell participating Entity is responsible for supplying Palmer Hamilton with valid tax-exemption certification(s). When ordering, the participating entity must indicate if it is a tax-exempt entity. CUSTOM LOGO LAMINATES WILL INCREASE LEAD TIME. Final logo approval must be received prior to beginning production of any order.
Chrome Frames will extend the lead time by two weeks.
Purchase order should reference Sourcewell Participating Entity ID#, Contract Quote Number, and be issued directly to:
Palmer Hamilton LLC
143 S. Jackson St.
Elkhorn, WI 53121

Kneeland Wright
School & Office Supply
Palmer Hamilton Dealer of Record

Sub Total	\$52,632.00
Sales Tax	\$0.00
Shipping	
Total	\$52,632.00

Delivered unit pricing to Murfreesboro, TN 37130 per Palmer Hamilton's Sourcewell Contract # 091423-PHL for Furniture Solutions with Related Accessories and Services; one location, tailgate delivery, blanket wrapped, ramp included.
Note: Off-loading, inside delivery, setting in place, assembly, and installation are not included in unit price.
C01



Empowering Educators, Engaging Students

Sales Quotation Page 5 of 5

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24453-S3N8-1

Project Name:	Discovery School - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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- Lead Time:** Lead time may be affected by material availability and the production schedule at the time the order is received.
- Fabric:** Production lead time will be extended during the fabric selection approval process. Lead times for upholstered product are calculated from the date all fabric has been received.
- Prices:** Prices are effective for 60 days from the Sales Quotation date.
- Delivery:** Delivery date is an estimate and is based on current lead time at the time an order is received.
- Sales Tax:** Sales tax is not included in the quote unless specifically identified. Any applicable sales tax will be added at time of invoicing.
- Installation:** Installation charges are not included in the above price unless expressly noted.
- Dumpster:** Unless noted in quote, dumpsters and trash haul away are not part of any provided installation pricing. Any waste, dunnage or packaging materials from delivery and installation will be compacted and neatly left on site.
- Freight Rates:** **Shipping amounts are estimates only and are FOB plant. If this quote has expired, current rates will be charged at time of shipment.**
Freight rates are based on LTL carrier, blanket-wrapped product, tailgate delivery to one location only, including a ramp, unless otherwise noted. Additional charges for multiple stops will apply. Cartoning/skidding is available for an additional charge. Special delivery arrangements may be made for an additional charge.
- Terms and Conditions:** Please read this entire quote carefully, as it is your responsibility to provide us with accurate information. Subsequently, if any revisions occur, there may be a delay in order fulfillment and additional charges may apply.

All purchase orders are subject to credit approval.

**Any payments made by credit card may be subject to a convenience fee.*

Upon receipt of a purchase order and acknowledgement of delivery date, storage fees may apply if customer delays delivery for any reason.

Accepted By (Signature)	Print Name	Title	Date



Empowering Educators, Engaging Students

Sales Quotation Page 1 of 7

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24519-N0C4-1

Project Name:	Mitchell Neilsen Elementary - Murfreesboro, TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Sourcewell Account ID #: 10832

**Delivered unit pricing per Palmer Hamilton's Sourcewell Contract #091423-
PHL for Furniture Solutions with Related Accessories and Services, one
location, tailgate delivery, ramp included.**

**Note: Off-loading, inside delivery, setting in place, assembly, and installation
are not included in unit price.**

**Lead time is currently 12-14 weeks to ship from the factory for most standard
products, plus 3-10 business days transit time for delivery.**

Furniture

Book #8422

1	59T122960RD-S8	8 Stool Table 29"H x 60" dia. <i>Frame: Powdercoat Frame Color: Black-BL Laminate: Group 1 Laminate Choice: LAM #3 WA Catalina 13092-60 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Bright Elementary Red</i>	\$3,304.00	\$2,312.80	3	\$6,938.40
2	59T123260RD-S6	6 Stool Table 32"H x 60" dia. Wheelchair- Accessible <i>Frame: Powdercoat Frame Color: Black-BL Laminate: Group 1 Laminate Choice: LAM #3 WA Catalina 13092-60 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Bright Elementary Red</i>	\$3,627.00	\$2,538.90	1	\$2,538.90



Empowering Educators, Engaging Students

Sales Quotation Page 2 of 7

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24519-N0C4-1

Project Name:	Mitchell Neilsen Elementary - Murfreesboro, TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
3	59T0829120EL-S12	12 Stool Table 29"H x 44"W x 120"L <i>Frame: Powdercoat Frame Color: Black-BL Laminate: LOGO Laminate Choice: LOGO LAM #1 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Elementary Blue</i>	\$6,067.00	\$4,246.90	7	\$29,728.30
4	59T0829120EL-S12	12 Stool Table 29"H x 44"W x 120"L <i>Frame: Powdercoat Frame Color: Black-BL Laminate: Group 1 Laminate Choice: LAM #2 WA Candy Apple 13906-60 Edge: EdgeGuard Edge Color: Black (001) Stool Color: Elementary Blue</i>	\$4,776.00	\$3,343.20	8	\$26,745.60
5	METHOD-18A-BLK-CHR	Method 18 Inch High <i>Shell Color: Black (BLK) Frame Color: Chrome (CHR)</i>	\$298.00	\$208.60	2	\$417.20

Decor
Book #8422

6	AW1a-b Elevation A	3M 480C Rough Wall / Direct Print with Overlam / Adhere to Wall with Heat / Mixed Sizes / LOT of (2)	\$12,278.00	\$8,594.60	1	\$8,594.60
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*NOTE: Wall Must be Free of Chipped Paint or Obstacles for Proper Adhesion**



Empowering Educators, Engaging Students

Sales Quotation Page 3 of 7

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24519-N0C4-1

Project Name:	Mitchell Neilsen Elementary - Murfreesboro, TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
7	AW2 Elevation A	3mm DiBond / Direct Print / Wall Mount with 1" Stand Offs / Overall Size 1400"w x 14.57h	\$12,278.00	\$8,594.60	1	\$8,594.60
8	AW3a-d Column Wrap	6mm PVC with Overlam and 1" Aluminum Channels on all Corners/ Direct Print / Mounted Directly to Existing Columns with Snap Caps / Overall Size Each 48"w x 119" h / LOT of (4)	\$8,440.00	\$5,908.00	1	\$5,908.00
9	AW4 LED Elevation C	LIT 3mm Dibond / Direct Print / Spot White Ink / Cut to Shape / RGB LED Mounted to Backside to Produce Halo Glow / Mount Over AW2 with 2.5" Stand Offs / Overall Size 47"w x 32.4"h	\$6,885.00	\$4,819.50	1	\$4,819.50
<p><i>*NOTE: UL Certified Halo LIT LED Light Source. Includes Consumer Plug. Power Outlet Must be Within 48" of Piece. Any Power Run, Connection or Electrical Work to be Provided by School**</i></p>						
10	AW5 Elevation D	3mm DiBond / Direct Print / Wall Mount with 1" Stand Offs / Overall Size 79.19"w x 16"h	\$2,895.00	\$2,026.50	1	\$2,026.50
11	AW6a-b Elevation E	3mm DiBond / Direct Print / Wall Mount with 1" Stand Offs / Mixed Sizes / LOT of (2)	\$7,290.00	\$5,103.00	1	\$5,103.00
12	AW6c LED Elevation E	3mm DiBond / Direct Print / Cut to Shape / Reverse Bevel Cut to Bend Into Corner /White LED Mounted Behind to Produce Halo Glow / Wall Mount with 2.5" Stand Offs / Overall Size 90"h	\$3,645.00	\$2,551.50	1	\$2,551.50



Empowering Educators, Engaging Students

Sales Quotation Page 4 of 7

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24519-N0C4-1

Project Name:	Mitchell Neilsen Elementary - Murfreesboro, TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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NOTE: UL Certified Halo LIT LED Light Source. Includes Consumer Plug and Remote. Power Outlet Must be Within 48" of Piece. Any Power Run, Connection or Electrical Work to be Provided by School*

13	AW7a Elevation G&I	3mm DiBond / Direct Print / Cut to Shape / Wall Mount with 1" Stand Offs / Overall Size 74"w x 13.29"h / LOT of (2)	\$3,505.00	\$2,453.50	1	\$2,453.50
14	AW7b Elevation G&I	3mm DiBond / Direct Print / Cut to Shape / Wall Mount with 1" Stand Offs / Overall Size 74"w x 13.29"h / LOT of (2)	\$3,505.00	\$2,453.50	1	\$2,453.50
15	AW8 Elevation G&I	3mm DiBond / Direct Print / Cut to Shape / Wall Mount with 1" Stand Offs / Overall Size 44"w x 30.55"h / LOT of (2)	\$4,000.00	\$2,800.00	1	\$2,800.00
16	Installation Services	Includes inside delivery, uncrating, assembly, installation, removal of installation documents and approved plans and specifications by Palmer Hamilton authorized installer. Dumpster to be provided by school or district.	\$0.00	\$11,755.00	1	\$11,755.00

**NOTE: Installation includes: Meeting and unloading of the truck; Removal of old product and cardboard from new product into a dumpster provided by school or dealer; Installation of new product; Training of personnel, if available.*

Installation does NOT INCLUDE:

Dumpsters; prevailing wage, any floor or tile work; any trim work or painting around the wall pocket; stairs; moving of electrical or other obstructions; any unforeseen problems not identified in the site survey; damaged block due to removal.

Sourced Good/Open Market Item "Not on Sourcewell Contract

17	Paint Fee	Painting Services per Book #8422	\$0.00	\$12,535.00	1	\$12,535.00
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Empowering Educators, Engaging Students

Sales Quotation Page 5 of 7

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313

Fax:

Date	Quote #
8/12/2024	RFQ-24519-N0C4-1

Project Name:	Mitchell Neilsen Elementary - Murfreesboro, TN
Quote Expires On:	10/12/2024
Questions?	

Pamela Gannon
PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
18	Additional discount	Additional discount based on products, models, quantities quoted and freight savings	\$0.00	(\$21,800.00)	1	(\$21,800.00)

Please provide a receiving contact name, e-mail address, and phone number for scheduling the delivery. This contact needs to be available during the workday and, also, during nights and weekends to schedule the delivery, if necessary.

Lead times may vary and will be based on receipt of purchase order with full product information, full color information, artwork and color approvals, material availability, and the production schedule availability at the time order is received.

Lead time is currently 12-14 weeks to ship from the factory for most standard products, plus 3-10 business days transit time for delivery.

Friday deliveries are subject to a 10-20% freight charge increase due to additional carrier back haul costs.

The freight quote provided is an estimate. Freight will be recalculated and billed at time of shipment

Each Sourcewell participating Entity is responsible for supplying Palmer Hamilton with valid tax-exemption certification(s). When ordering, the participating entity must indicate if it is a tax-exempt entity. CUSTOM LOGO LAMINATES WILL INCREASE LEAD TIME. Final logo approval must be received prior to beginning production of any order.

Chrome Frames will extend the lead time by two weeks.

Purchase order should reference Sourcewell Participating Entity ID#, Contract Quote Number, and be issued directly to:

Palmer Hamilton LLC
143 S. Jackson St.
Elkhorn, WI 53121

Kneeland Wright
School & Office Supply
Palmer Hamilton Dealer of Record



Empowering Educators, Engaging Students

Sales Quotation Page 6 of 7

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313

Fax:

Date	Quote #
8/12/2024	RFQ-24519-N0C4-1

Project Name:	Mitchell Neilsen Elementary - Murfreesboro, TN
Quote Expires On:	10/12/2024
Questions?	

Pamela Gannon
PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Sub Total	\$114,163.10
Sales Tax	\$0.00
Shipping	
Total	\$114,163.10

Delivered unit pricing to Murfreesboro, TN 37129 per Palmer Hamilton's Sourcewell Contract # 091423-PHL for Furniture Solutions with Related Accessories and Services; one location, tailgate delivery, blanket wrapped, ramp included.

Note: Off-loading, inside delivery, setting in place, assembly, and installation are not included in unit price.

C01



Empowering Educators, Engaging Students

Sales Quotation Page 7 of 7

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24519-N0C4-1

Project Name:	Mitchell Neilsen Elementary - Murfreesboro, TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Lead Time: Lead time may be affected by material availability and the production schedule at the time the order is received.

Fabric: Production lead time will be extended during the fabric selection approval process. Lead times for upholstered product are calculated from the date all fabric has been received.

Prices: Prices are effective for 60 days from the Sales Quotation date.

Delivery: Delivery date is an estimate and is based on current lead time at the time an order is received.

Sales Tax: Sales tax is not included in the quote unless specifically identified. Any applicable sales tax will be added at time of invoicing.

Installation: Installation charges are not included in the above price unless expressly noted.

Dumpster: Unless noted in quote, dumpsters and trash haul away are not part of any provided installation pricing. Any waste, dunnage or packaging materials from delivery and installation will be compacted and neatly left on site.

Freight Rates: Shipping amounts are estimates only and are FOB plant. If this quote has expired, current rates will be charged at time of shipment.

Freight rates are based on LTL carrier, blanket-wrapped product, tailgate delivery to one location only, including a ramp, unless otherwise noted. Additional charges for multiple stops will apply. Cartoning/skidding is available for an additional charge. Special delivery arrangements may be made for an additional charge.

Terms and Conditions: Please read this entire quote carefully, as it is your responsibility to provide us with accurate information. Subsequently, if any revisions occur, there may be a delay in order fulfillment and additional charges may apply.

All purchase orders are subject to credit approval.

**Any payments made by credit card may be subject to a convenience fee.*

Upon receipt of a purchase order and acknowledgement of delivery date, storage fees may apply if customer delays delivery for any reason.

Accepted By (Signature)

Print Name

Title

Date



Empowering Educators, Engaging Students

Sales Quotation Page 1 of 4

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313

Fax:

Date	Quote #
8/12/2024	RFQ-24619-V1F7-1

Project Name:	Mitchell Neilsen Primary - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Sourcewell Account ID #: 10832

**Delivered unit pricing per Palmer Hamilton's Sourcewell Contract #091423-
PHL for Furniture Solutions with Related Accessories and Services, one
location, tailgate delivery, ramp included.**

**Note: Off-loading, inside delivery, setting in place, assembly, and installation
are not included in unit price.**

BOOK #9186

**Lead time is currently 12-14 weeks to ship from the factory for most
standard products, plus 3-10 business days transit time for delivery.**

Decor

Book #8423

1	AW1 Elevation A	6mm PVC / Direct Print / Cut to Shape / Wall Mount with Snap Caps / Overall Size 59" Diameter	\$2,685.00	\$1,879.50	1	\$1,879.50
2	AW2 Elevation A	6mm Clear Acrylic / 2nd Surface Print / Cut to Size and Shape / Wall Mount with Silver Standoffs / Overall Size 59"w x 30"h	\$2,830.00	\$1,981.00	1	\$1,981.00
3	AW3-6 Elevations B	6mm PVC / Direct Print / Cut to Shape / Wall Mount with 1" Stand Offs / Overall Size 66"w x 88"h / LOT of (4)	\$17,655.00	\$12,358.50	1	\$12,358.50

NOTE: Seams Will be Visible*



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Sales Quotation Page 2 of 4

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24619-V1F7-1

Project Name:	Mitchell Neilsen Primary - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
4	AW7-10 Elevation D	6mm PVC / Direct Print / Cut to Shape / Wall Mount with 1" Stand Offs / Overall Size 66"w x 88"h / LOT of (4)	\$17,655.00	\$12,358.50	1	\$12,358.50
*NOTE: Seams Will be Visible**						
5	Installation Services	Off-loading, inside delivery, setting in place, assembly, and installation by Palmer Hamilton authorized installer. Dumpster to be provided by school or district.	\$0.00	\$8,490.00	1	\$8,490.00
*NOTE: Installation includes meeting and unloading of the truck; Removal of old product and cardboard from new product into a dumpster provided by school or dealer; Installation of new product; Training of personnel, if available. Installation does NOT INCLUDE: Dumpsters; prevailing wage, any floor or tile work; any trim work or painting around the wall pocket; stairs; moving of electrical or other obstructions; any unforeseen problems not identified in the site survey; damaged block due to removal. Sourced Good/Open Market Item "Not on Sourcewell Contract**						
6	Paint Fee	Painting Services Per Book # 9186	\$0.00	\$18,630.00	1	\$18,630.00
7	Additional discount	Additional discount based on products, models, quantities quoted and freight savings	\$0.00	(\$4,600.00)	1	(\$4,600.00)

Please provide a receiving contact name, e-mail address, and phone number for scheduling the delivery. This contact needs to be available during the workday and, also, during nights and weekends to schedule the delivery, if necessary.

Lead times may vary and will be based on receipt of purchase order with full product information, full color information, artwork and color approvals, material availability, and the production schedule availability at the time order is received.

Lead time is currently 12-14 weeks to ship from the factory for most standard products, plus 3-10 business days transit time for delivery.

Friday deliveries are subject to a 10-20% freight charge increase due to additional carrier back haul costs.

The freight quote provided is an estimate. Freight will be recalculated and billed at time of shipment



Empowering Educators, Engaging Students

Sales Quotation Page 3 of 4

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313

Fax:

Date	Quote #
8/12/2024	RFQ-24619-V1F7-1

Project Name:	Mitchell Neilsen Primary - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
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Each Sourcewell participating Entity is responsible for supplying Palmer Hamilton with valid tax-exemption certification(s). When ordering, the participating entity must indicate if it is a tax-exempt entity. CUSTOM LOGO LAMINATES WILL INCREASE LEAD TIME. Final logo approval must be received prior to beginning production of any order. Chrome Frames will extend the lead time by two weeks.

Purchase order should reference the Sourcewell Contract number 091423-PHL, Sourcewell Participating Entity ID#, Contract Quote Number, and be issued directly to:
Palmer Hamilton LLC
143 S. Jackson St.
Elkhorn, WI 53121

Kneeland Wright
School & Office Supply
Palmer Hamilton Dealer of Record

Sub Total	\$51,097.50
Sales Tax	\$0.00
Shipping	
Total	\$51,097.50

Delivered unit pricing to Murfreesboro, TN 37129 per Palmer Hamilton's Sourcewell Contract # 091423-PHL for Furniture Solutions with Related Accessories and Services; one location, tailgate delivery, blanket wrapped, ramp included.
Note: Off-loading, inside delivery, setting in place, assembly, and installation are not included in unit price.
#C01



Empowering Educators, Engaging Students

Sales Quotation Page 4 of 4

Murfreesboro City School District-
Murfreesboro, TN
Sandy Scheele
2552 S. Church St
Murphreesboro, TN 37127
US

Phone: 615-893-2313
Fax:

Date	Quote #
8/12/2024	RFQ-24619-V1F7-1

Project Name:	Mitchell Neilsen Primary - TN
Quote Expires On:	10/12/2024
Questions?	Pamela Gannon PGannon@palmerhamilton.com

Ln #	Part #	Description	Unit List	Unit Net	Qty	Ext. Price
------	--------	-------------	-----------	----------	-----	------------

- Lead Time:** Lead time may be affected by material availability and the production schedule at the time the order is received.
- Fabric:** Production lead time will be extended during the fabric selection approval process. Lead times for upholstered product are calculated from the date all fabric has been received.
- Prices:** Prices are effective for 60 days from the Sales Quotation date.
- Delivery:** Delivery date is an estimate and is based on current lead time at the time an order is received.
- Sales Tax:** Sales tax is not included in the quote unless specifically identified. Any applicable sales tax will be added at time of invoicing.
- Installation:** Installation charges are not included in the above price unless expressly noted.
- Dumpster:** Unless noted in quote, dumpsters and trash haul away are not part of any provided installation pricing. Any waste, dunnage or packaging materials from delivery and installation will be compacted and neatly left on site.
- Freight Rates:** **Shipping amounts are estimates only and are FOB plant. If this quote has expired, current rates will be charged at time of shipment.**
Freight rates are based on LTL carrier, blanket-wrapped product, tailgate delivery to one location only, including a ramp, unless otherwise noted. Additional charges for multiple stops will apply. Cartoning/skidding is available for an additional charge. Special delivery arrangements may be made for an additional charge.
- Terms and Conditions:** Please read this entire quote carefully, as it is your responsibility to provide us with accurate information. Subsequently, if any revisions occur, there may be a delay in order fulfillment and additional charges may apply.

All purchase orders are subject to credit approval.

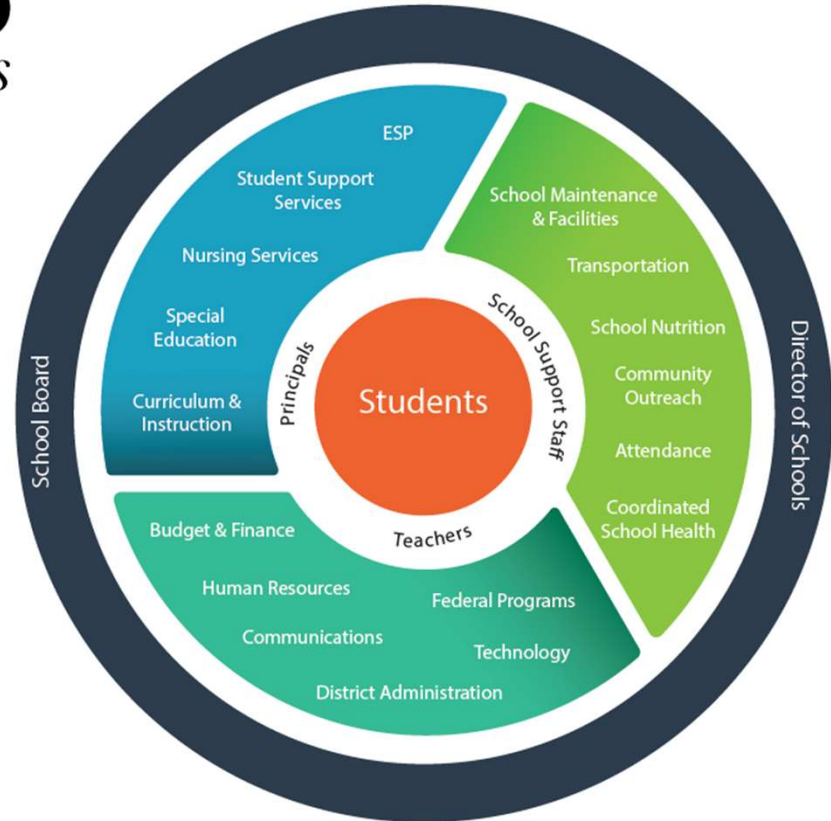
**Any payments made by credit card may be subject to a convenience fee.*

Upon receipt of a purchase order and acknowledgement of delivery date, storage fees may apply if customer delays delivery for any reason.

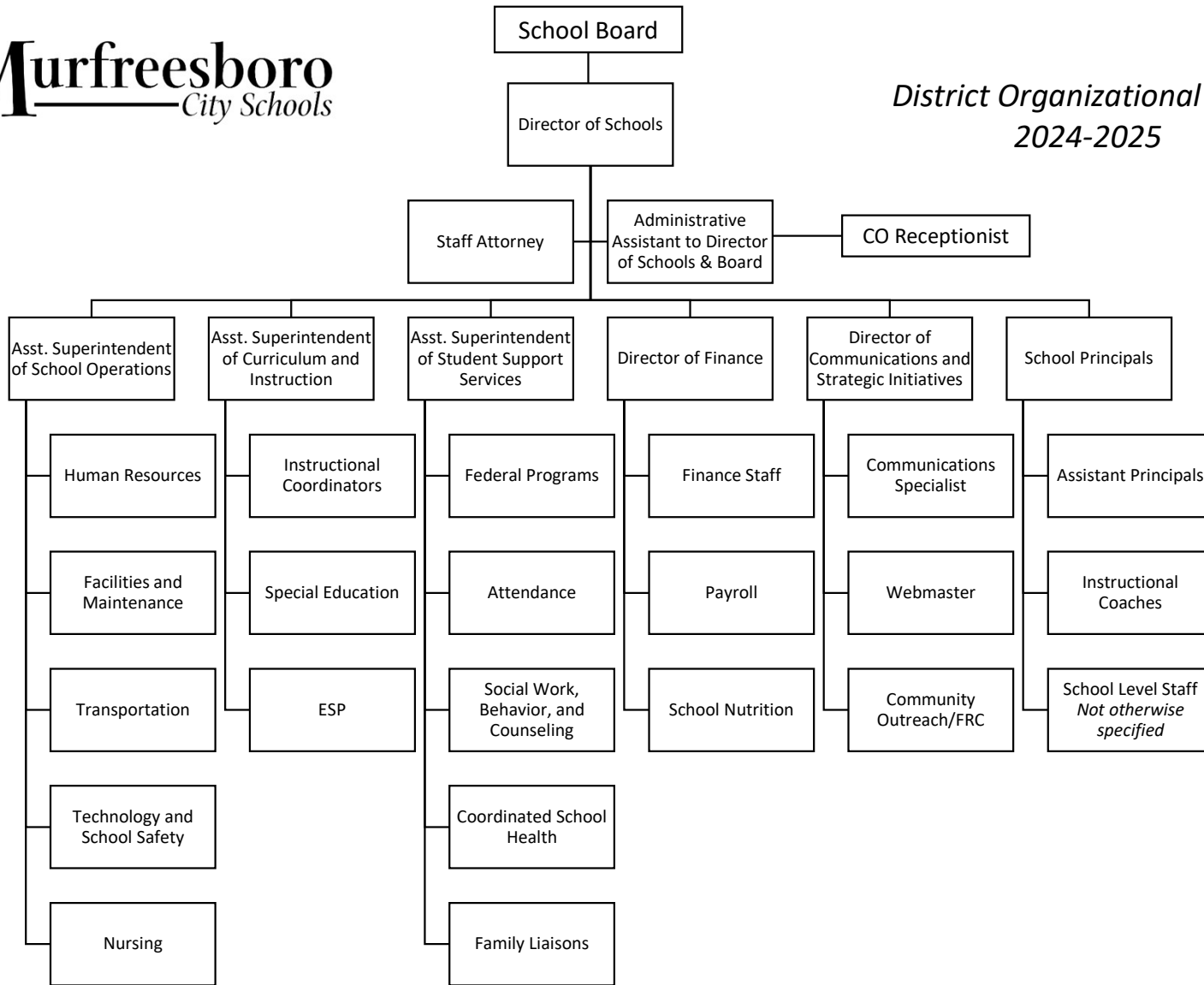
Accepted By (Signature)	Print Name	Title	Date
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Murfreesboro City Schools

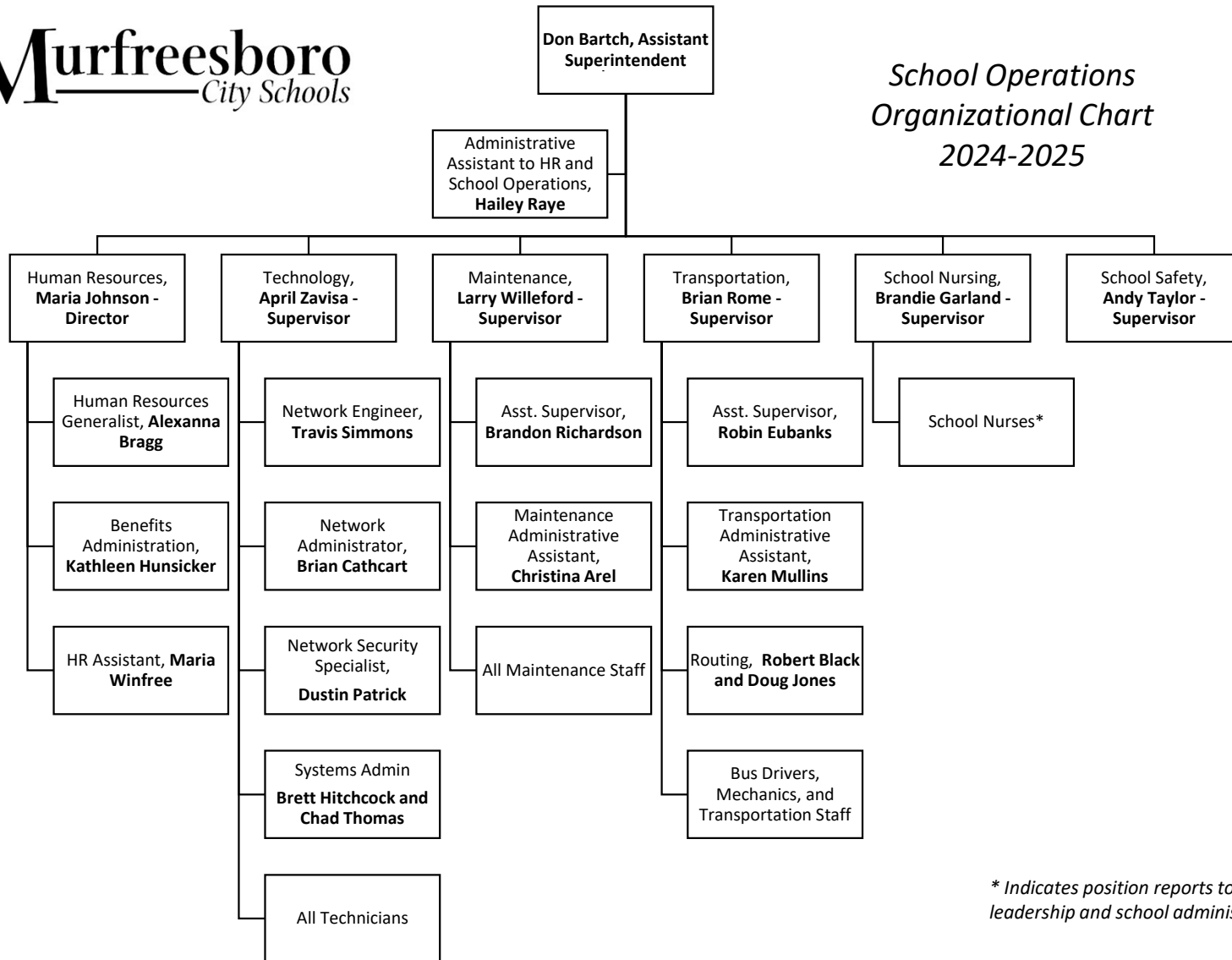
Organizational Chart 2024-2025



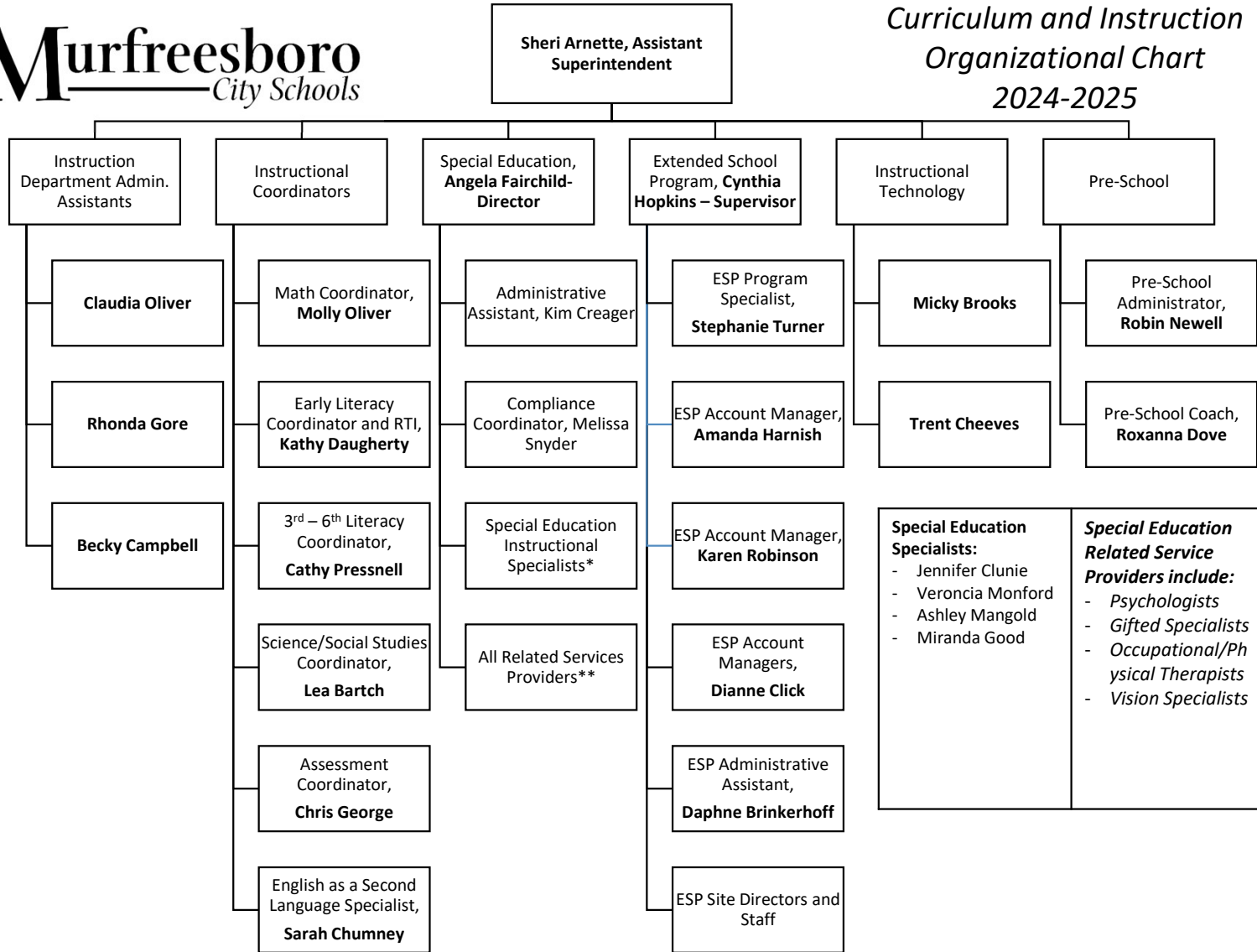
The mission of MCS is to assure the academic and personal success of each child.



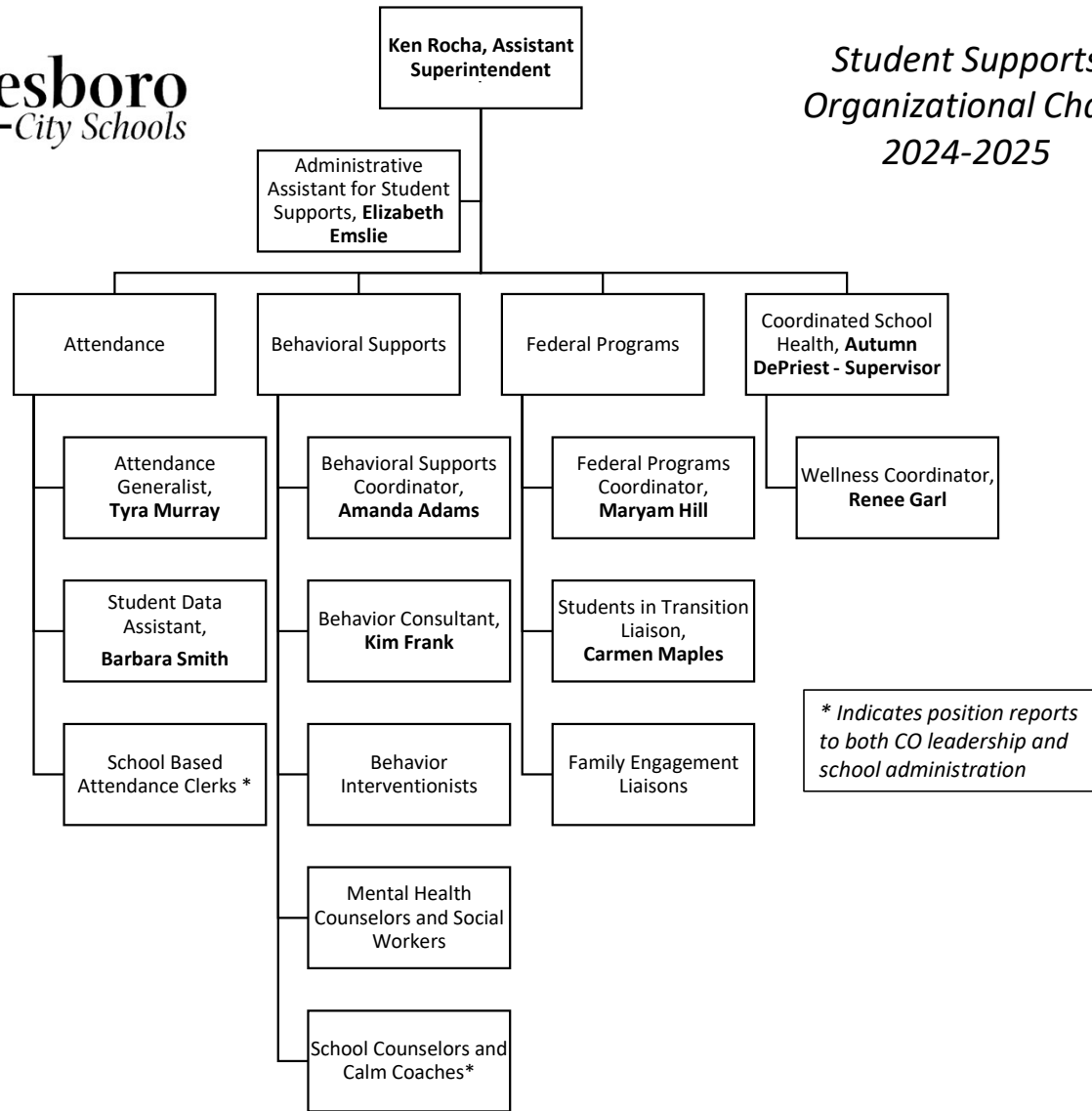
School Operations Organizational Chart 2024-2025

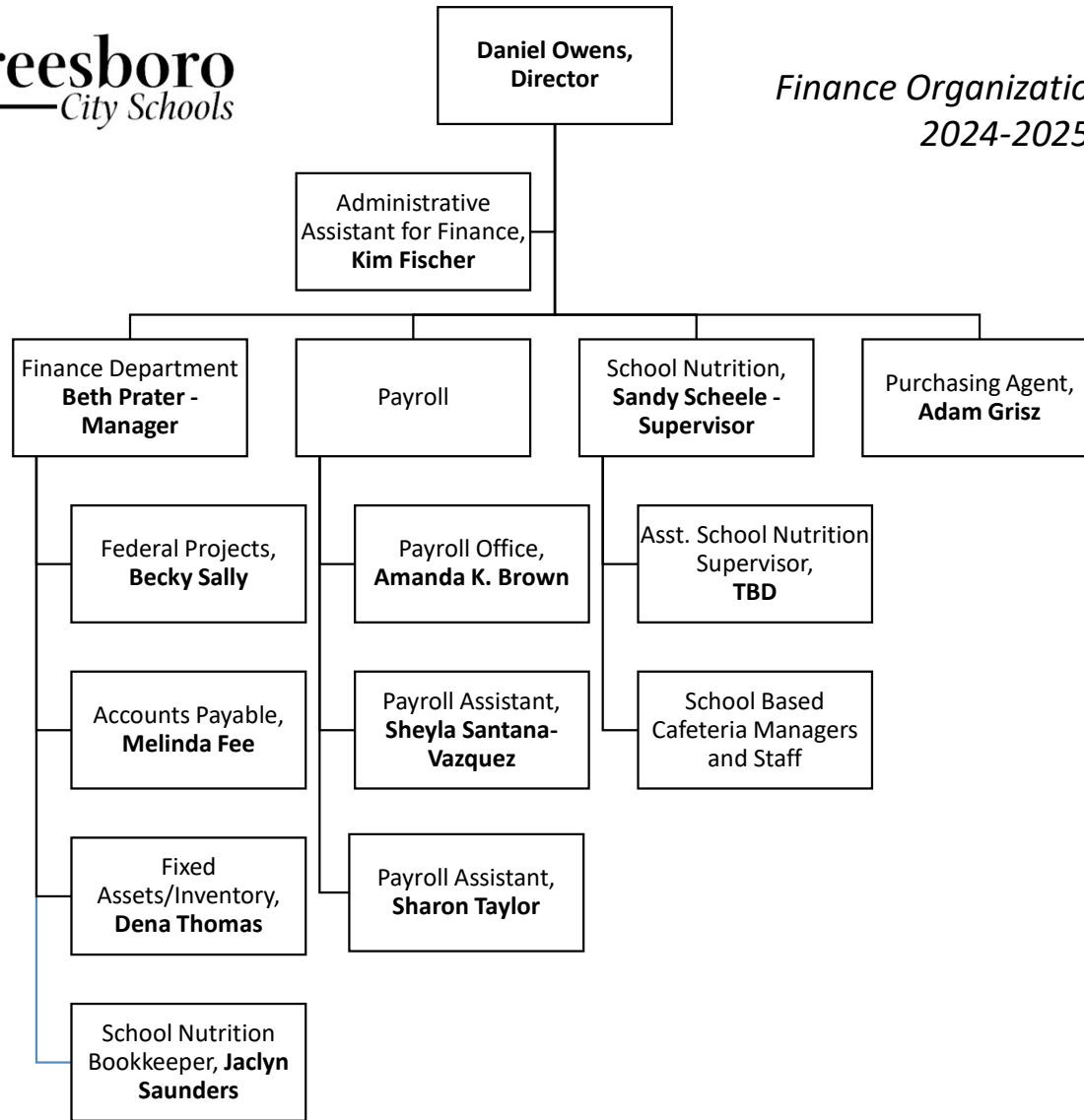


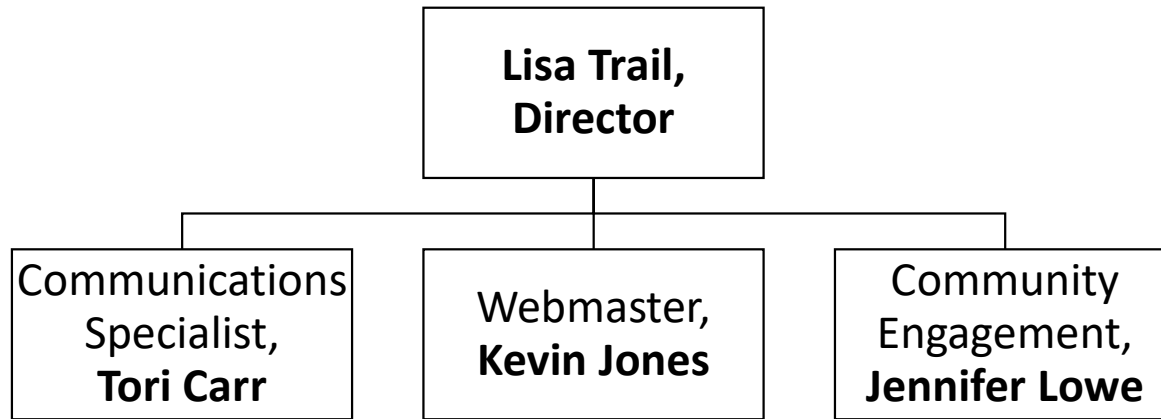
* Indicates position reports to both CO leadership and school administration



*Student Supports
Organizational Chart
2024-2025*







Agenda Item Title: Certified Employee Data 2024-2025

Board Meeting Date: September 10, 2024

Department: Human Resources

Presented by: Dr. Maria Johnson

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

This certified employee data for the 2024-2025 school year is presented to the Board for review. This reported outlines data for certified new hires for the 24-25 school year as well as exit interview results for the 23-24 school year.

Staff Recommendation

For informational purposes only

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

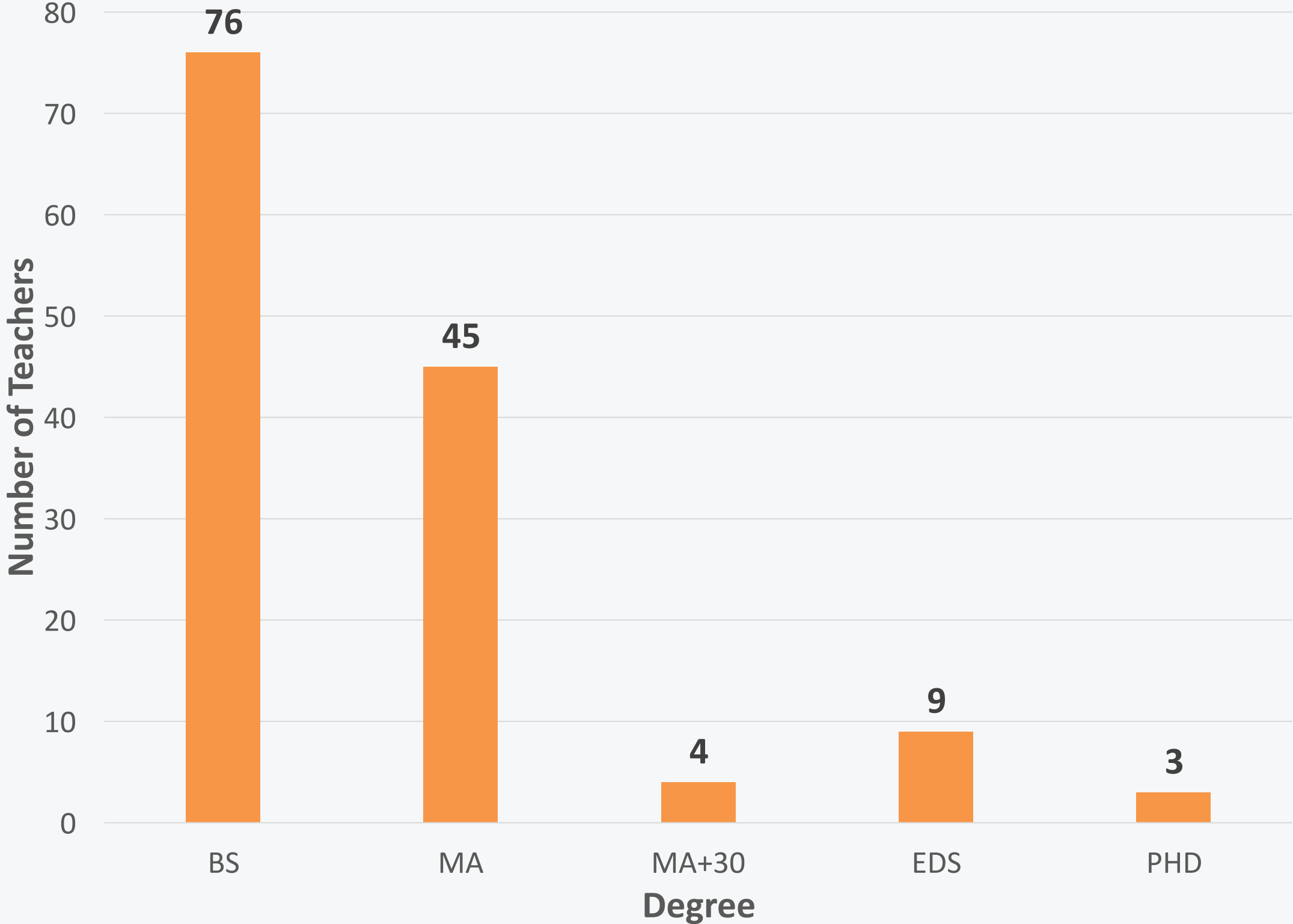
- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Certified Employee Data

School Year 2024-2025



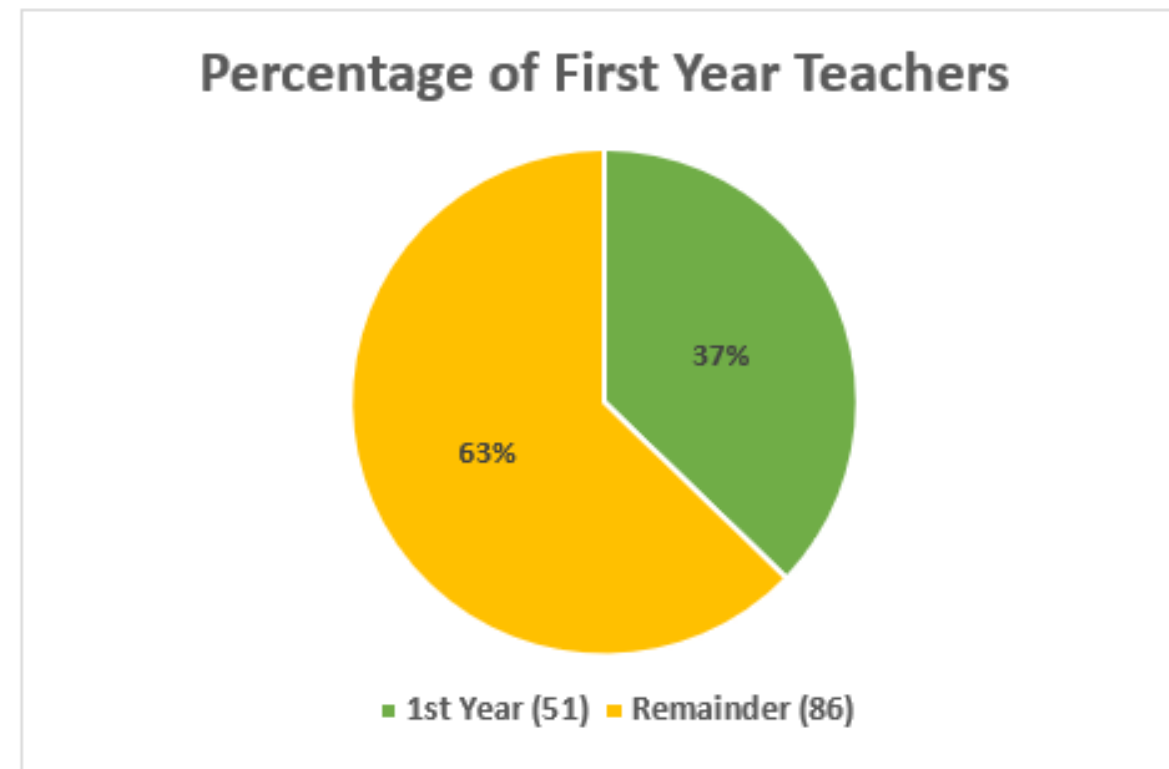
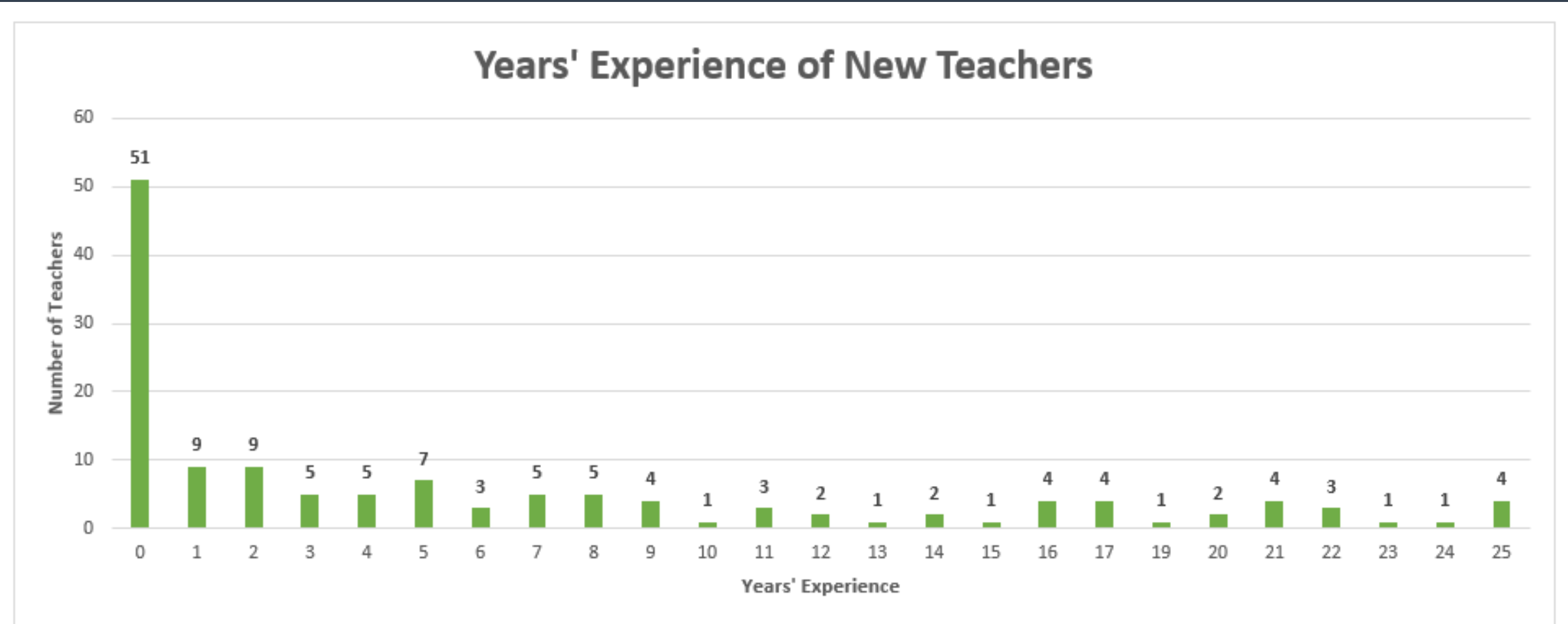
Degree Levels of New Teachers



- **55% Bachelor of Science Degree**
- **45% Advanced Degrees**

Years of Experience

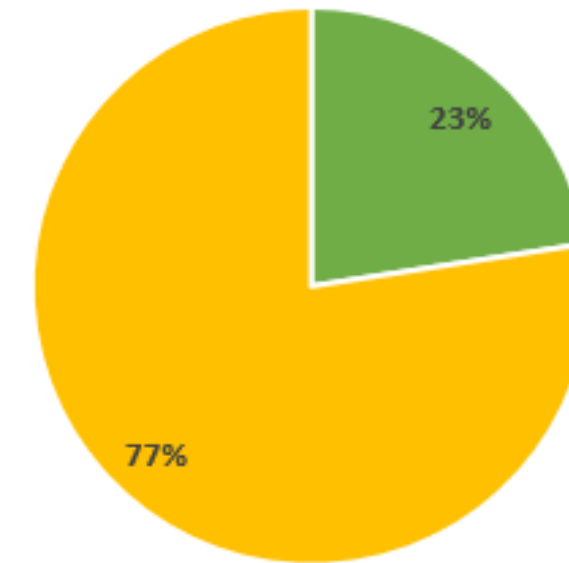
- 63% Experienced Teachers
- 37% First Year Teachers
- 25% Ten Plus Years of Experience



New Hires on Permits

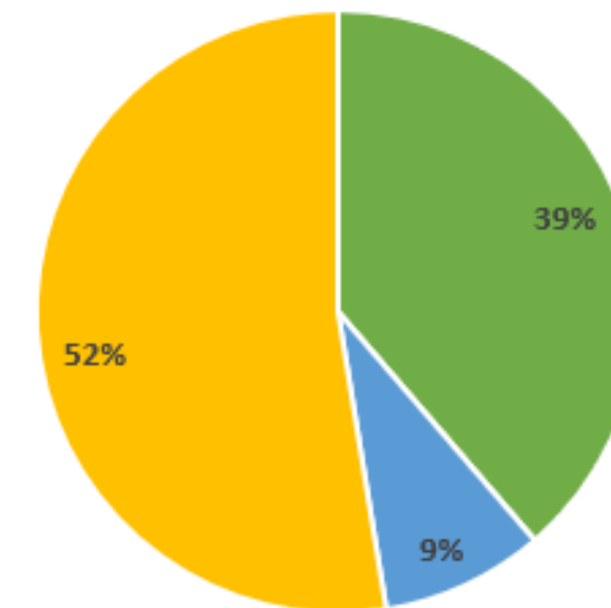
- 30 Teachers with First-Year Permits
- 1/4 of New Hires on First Year Permits
- 103 Licensed New Hires
- 39% Transfers from Local Districts/Agencies
- 9% Out of State Hires

New Hires on Permit



■ Permit (30) ■ Licensed (103)

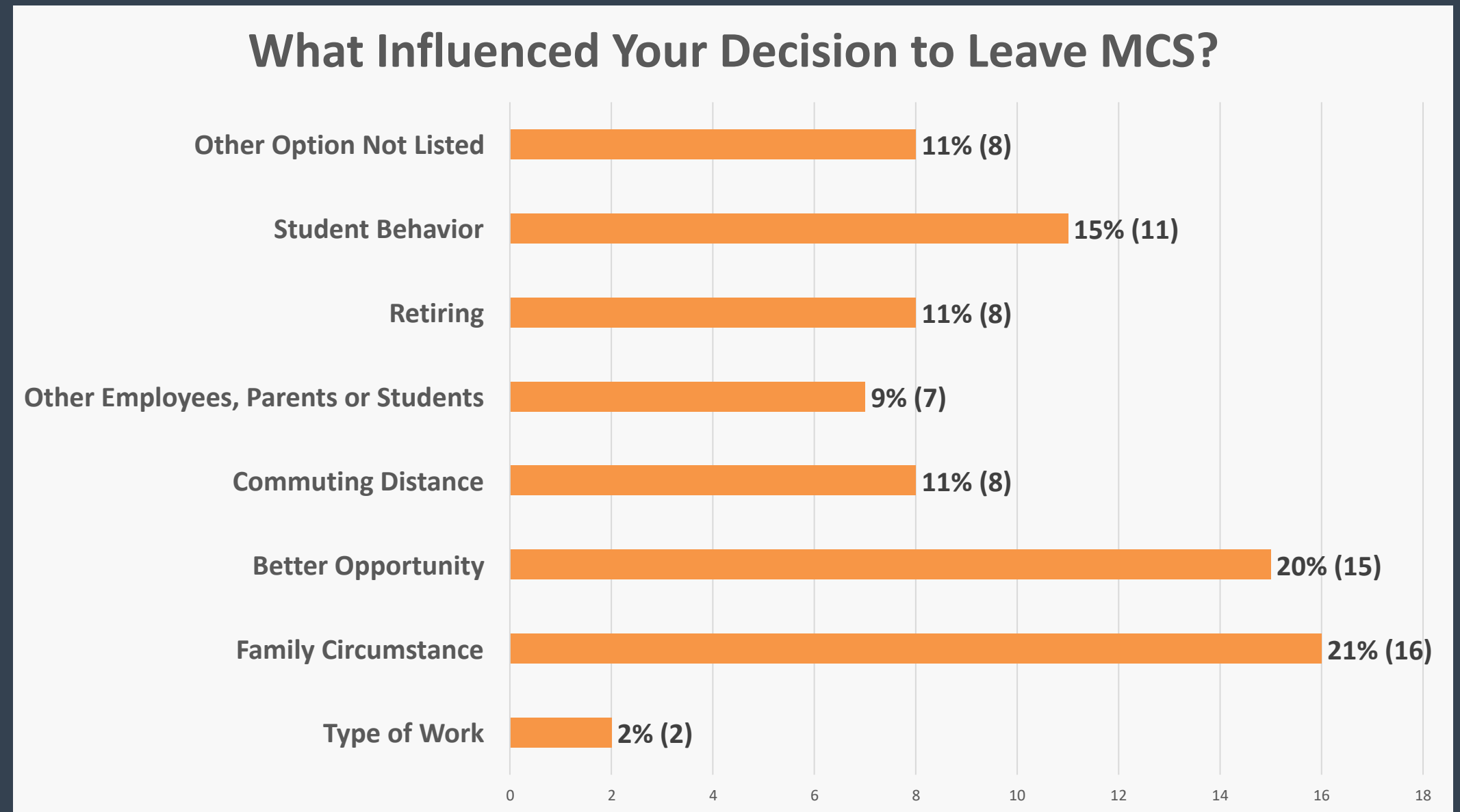
Transfers



■ From Another Local Education Agency ■ From Out of State ■ Non-Transfers

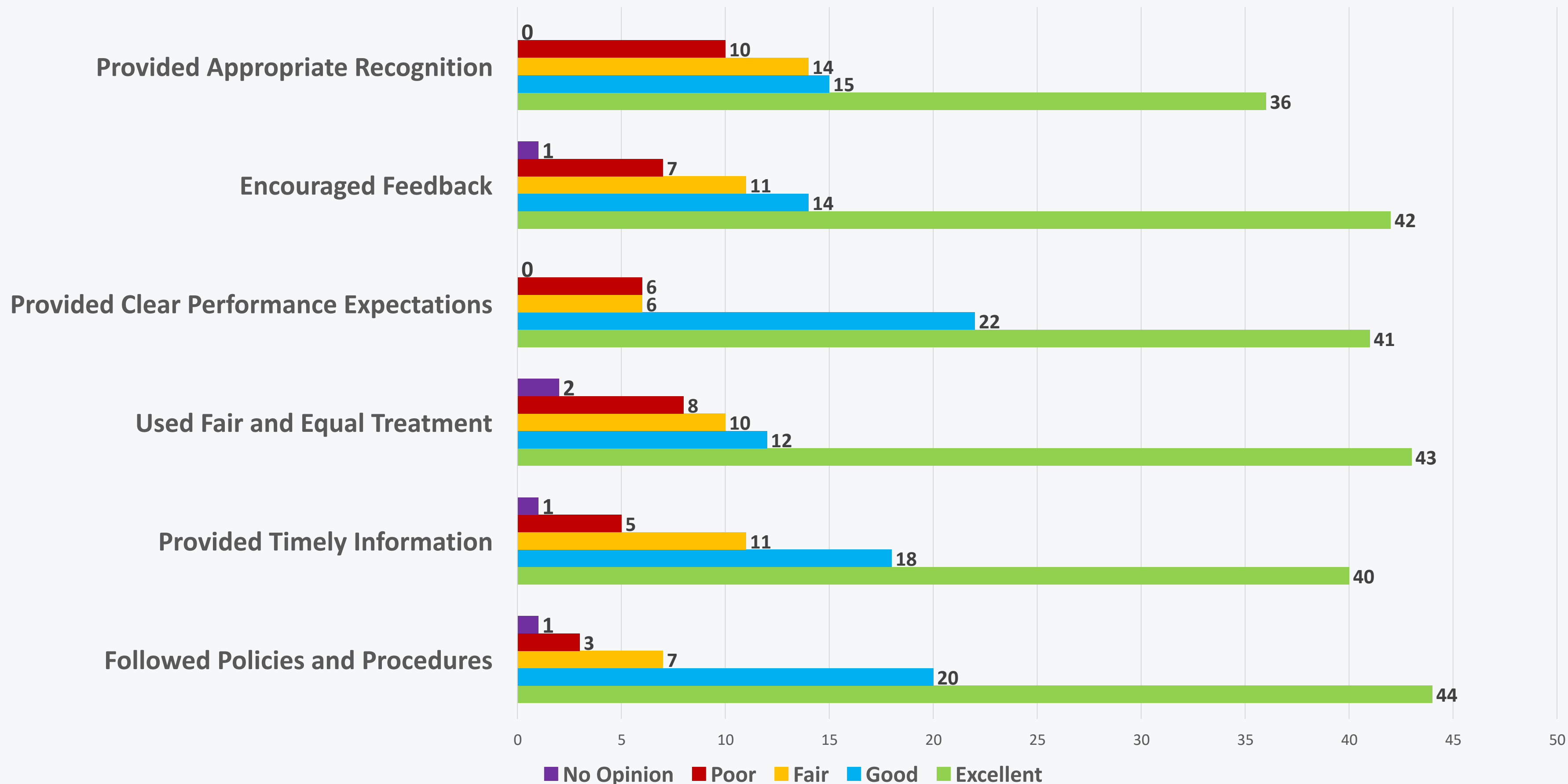
2023-2024 Certified Exit Interviews

Schools Represented	# of Responses
Black Fox	4
Bradley	3
Cason Lane/PreK	9
Discovery	0
Erma Siegel	6
Hobgood	5
John Pittard	11
Mitchell Neilson	3
Northfield	1
Overall Creek	11
Reeves Rogers	5
Salem	6
Scales	8
Central Office/System Wide	3
Did not list location	0

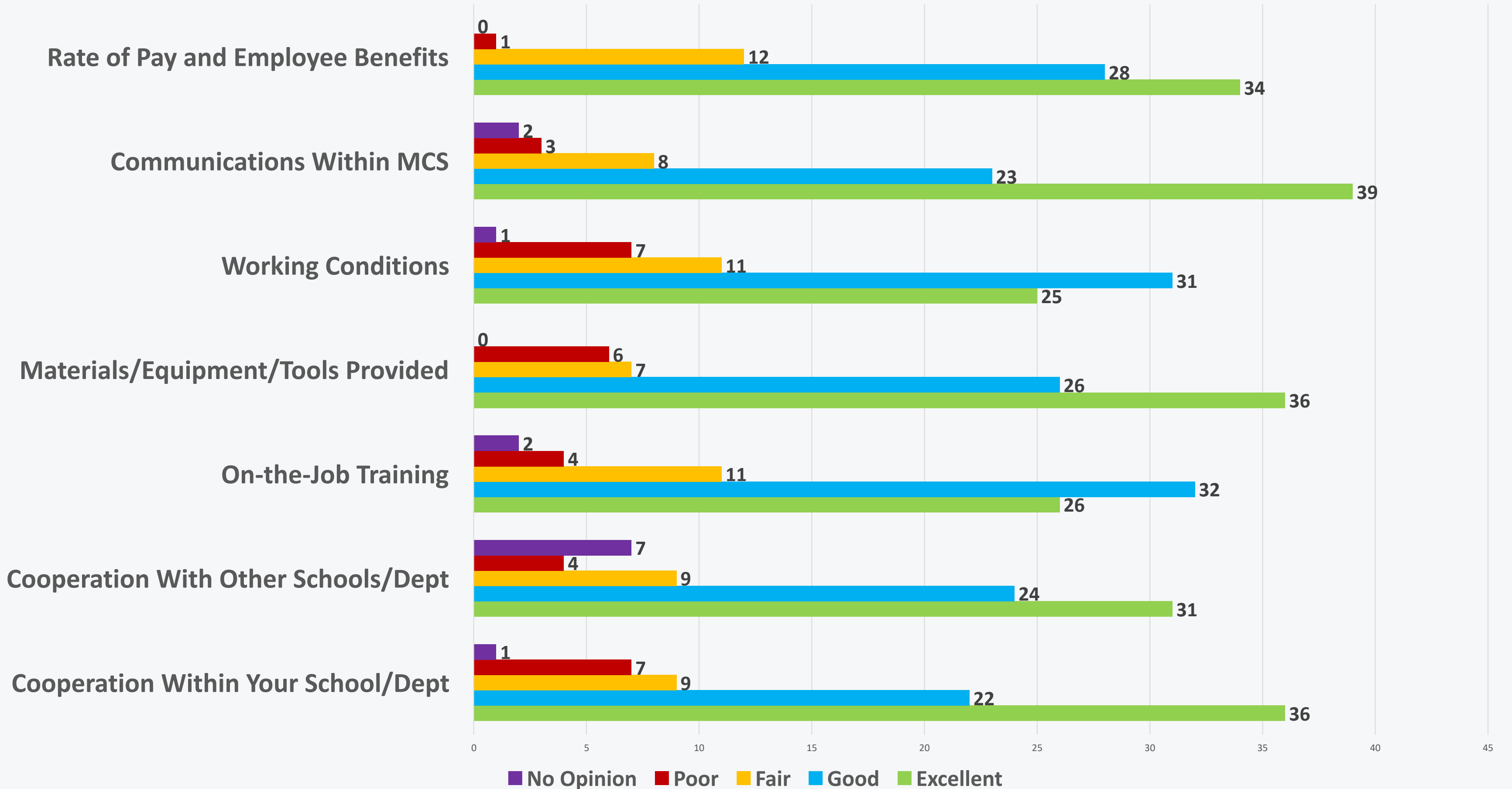


Over 60% of employees left MCS due to promotions, family related reasons, or retirement

How Would You Rate the Supervision You Received in the Following Areas?



How Would You Rate the Following While Working at MCS?

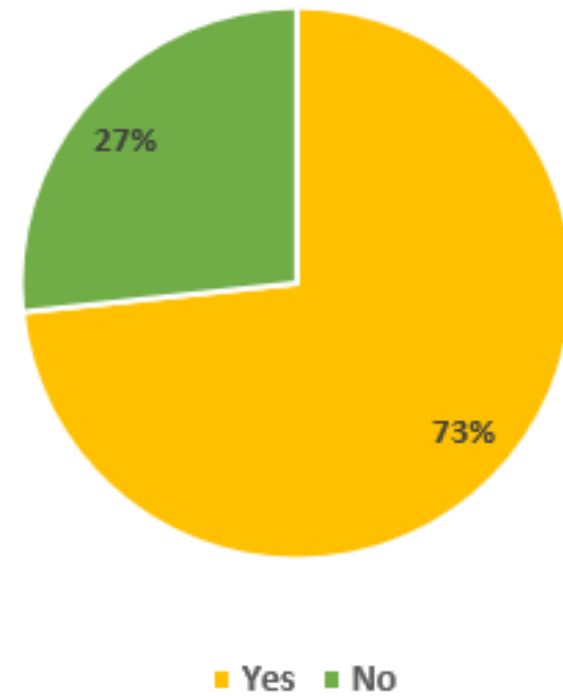


HOW WOULD YOU RATE THE SUPERVISION YOU RECEIVED IN THE FOLLOWING AREAS?

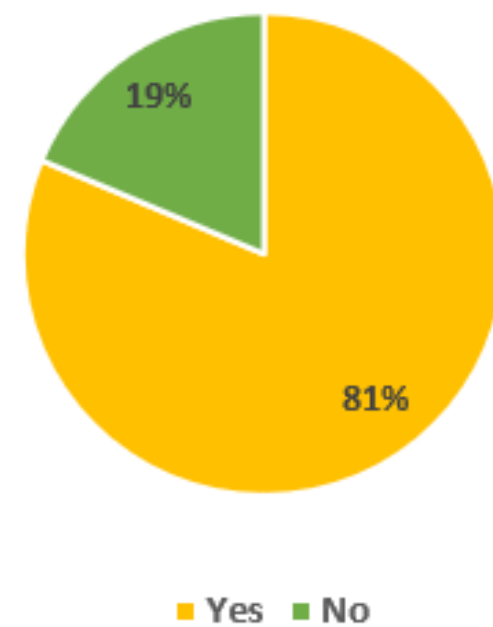
	FOLLOWED POLICIES AND PROCEDURES	PROVIDED TIMELY INFORMATION	USED FAIR AND EQUAL TREATMENT	PROVIDED CLEAR PERFORMANCE EXPECTATIONS	ENCOURAGED FEEDBACK
Excellent	59%	53%	57%	55%	56%
Good	27%	24%	16%	29%	19%
Ex & Good	86%	77%	73%	84%	75%
Fair	10%	16%	16%	8%	16%
Poor	4%	7%	11%	8%	9%
	PROVIDED APPROPRIATE RECOGNITION	COOPERATION WITHIN YOUR SCHOOL/DEPARTMENT	COOPERATION WITH OTHER SCHOOLS/DEPARTMENTS	ON-THE-JOB TRAINING	MATERIAL/EQUIPMENT/TOOLS PROVIDED
Excellent	48%	48%	41%	35%	48%
Good	20%	29%	32%	43%	35%
Ex & Good	68%	77%	74%	78%	83%
Fair	19%	14%	22%	17%	9%
Poor	13%	9%	5%	5%	8%
	WORKING CONDITIONS	COMMUNICATIONS WITHIN MCS	YOUR RATE OF PAY AND THE EMPLOYEE BENEFITS PROVIDED		
Excellent	33%	52%	45%		
Good	41%	31%	37%		
Ex & Good	74%	83%	82%		
Fair	17%	13%	16%		
Poor	9%	4%	2%		

Appropriate Recognition only area below 70%

Will You Be Leaving MCS for Other Employment?

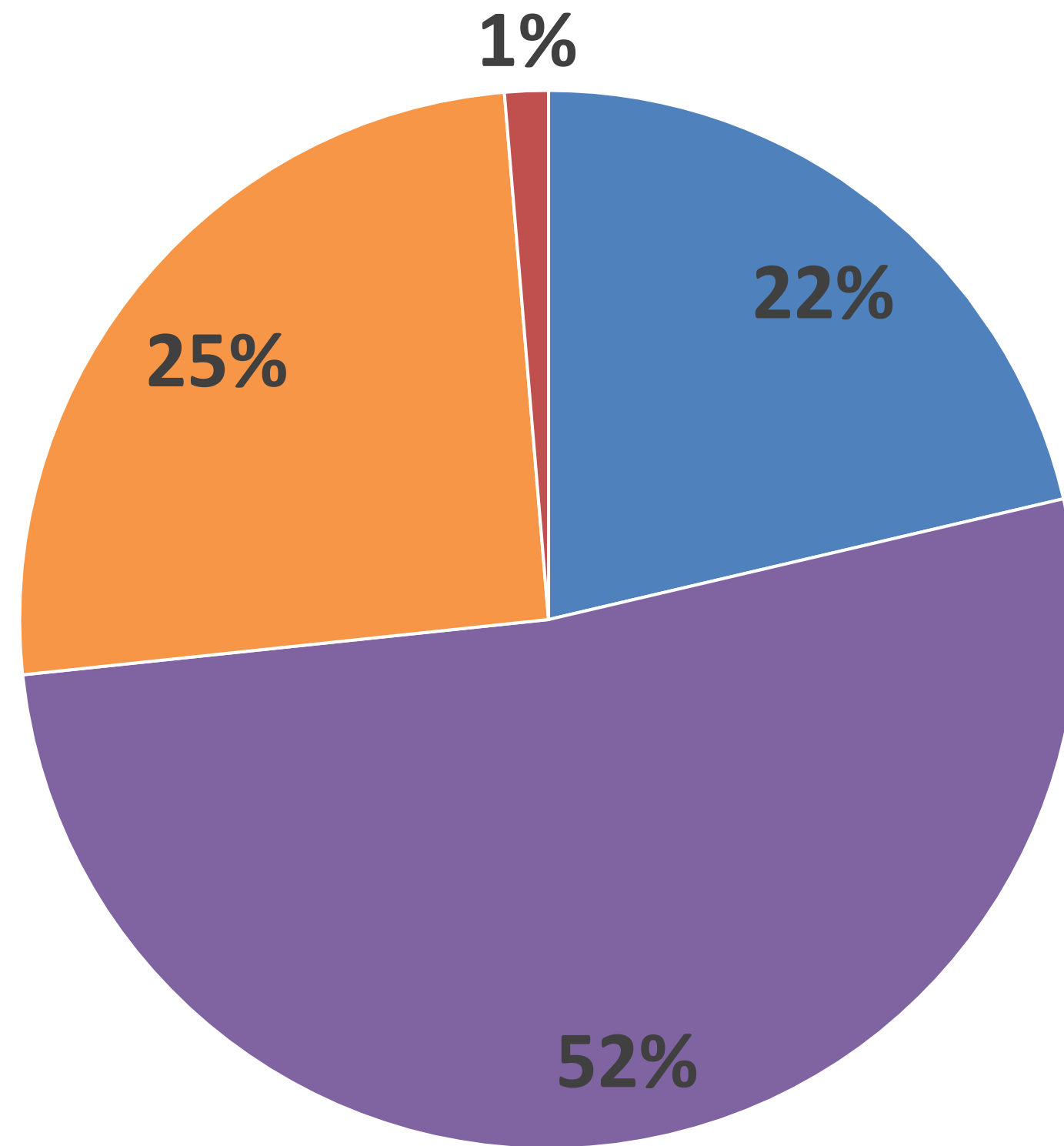


If the Opportunity Presented Itself, Would You Consider Employment with MCS Again?



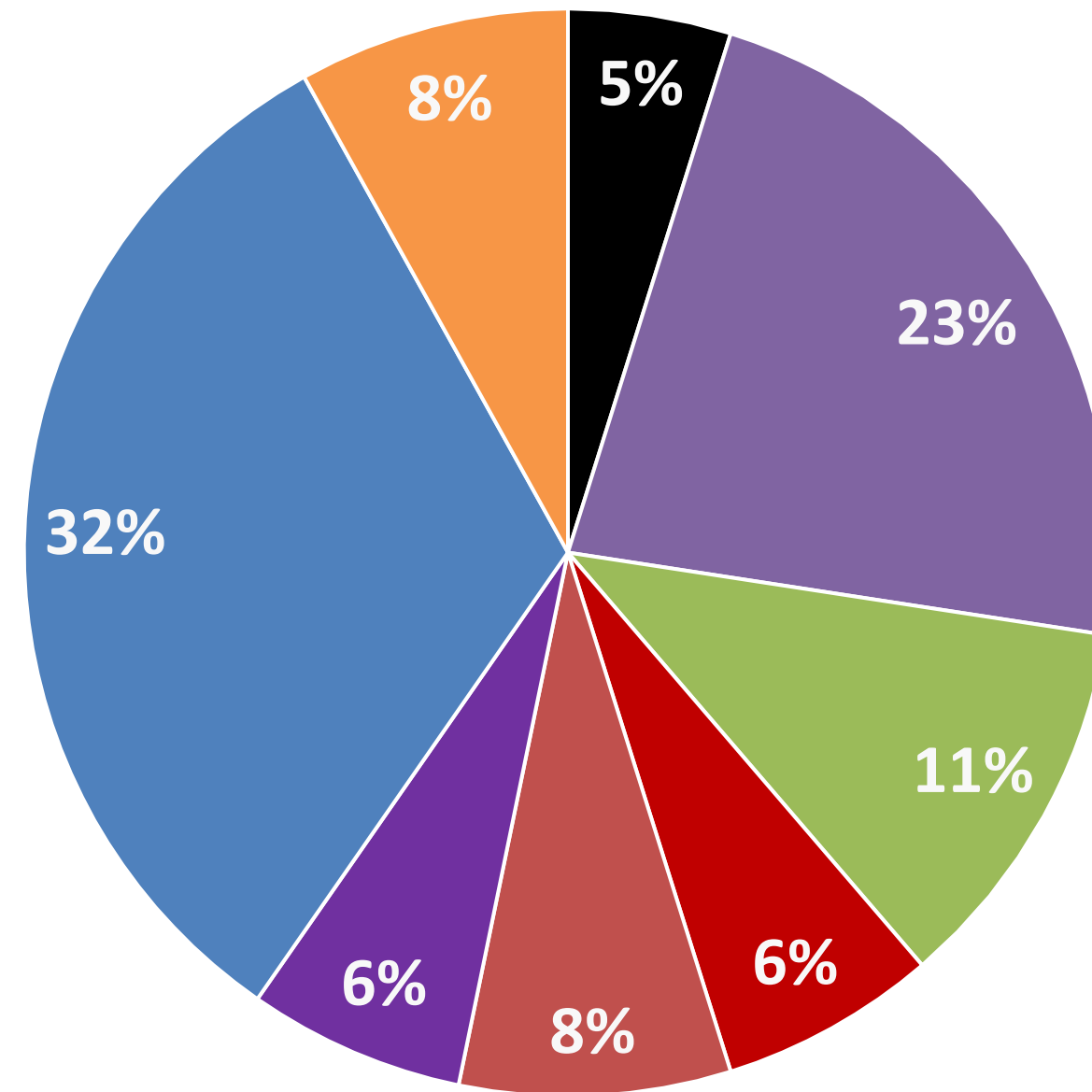
81% would consider returning to MCS

What Did You Like Most About Working at MCS?



■ Students ■ Coworkers + School Climate/Culture ■ Administrators / CO Support ■ Other

Areas of Focus to Increase Teacher Retention



- State of the Physical Building
- Stress
- Lack of Positive Feedback/School Morale
- Lack of Support/Communication

- Behavior Management
- Curriculum
- Planning Time
- Other

Questions about any
employee information?

✉ maria.johnson@cityschools.net



Agenda Item Title: 2025 Insurance Rates

Board Meeting Date: September 10, 2024

Department: Human Resources/Finance

Presented by: Dr. Trey Duke

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

The open enrollment window to participate in medical, dental, and vision insurance begins on October 1, 2024. MCS is part of the state of TN health insurance plan, and in 2025 their rates will increase an average of 5.9%. The district understands that health insurance is an important part of our total compensation package, and we have once again looked for opportunities to increase our employees' monthly take-home pay to the greatest extent possible despite increasing insurance costs.

Over the past two years, investments in insurance have helped maintain or decrease our employee costs and created additional zero-cost insurance options.

2025 highlights on medical coverage include:

- 55% of our employees will see an increase of less than \$5 per month.
- We will continue to offer **two** zero-cost Employee Only plans.
- An additional 19% of our employees will only see an increase between \$5 and \$14 a month.
- Employees on the Family, Employee/Spouse, and Broad Network plans will see a **decrease** in their monthly insurance costs (the average decrease will be \$144 monthly).
- Additionally, MCS will start contributing monthly to **all** CDHP plans on behalf of the employees. Currently, we are only contributing to employee only CDHP.

There are no rate changes for dental or vision coverage for 2025.

Staff Recommendation

Information only

Fiscal Impact

The general purpose FY24 budget allocates \$10,849,655 for medical and dental insurance. Currently 1,058 employees are part of our health insurance plan. Employees who elect not to participate in the group medical plan are eligible for a \$1,500 annual fringe benefit.

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

MONTHLY PAYROLL

HEALTH PREMIUMS

LOCAL NETWORKS									
BCBS Network S & Cigna LocalPlus	HEALTH PLAN OPTIONS	EMPLOYEE ONLY		EMPLOYEE + CHILD(REN)		EMPLOYEE + SPOUSE		EMPLOYEE + FAMILY	
		2024	2025	2024	2025	2024	2025	2024	2025
		Premier PPO	\$56.97	\$60.33	\$235.00	\$248.80	\$481.20	\$339.60	\$555.60
Standard PPO	\$33.10	\$35.05	\$209.20	\$221.46	\$409.20	\$315.40	\$494.70	\$364.40	
Limited PPO	\$0.00	\$0.00	\$103.10	\$109.10	\$387.30	\$298.00	\$468.30	\$344.00	
Local CDHP/HSA	\$0.00	\$0.00	\$90.00	\$95.30	\$337.50	\$260.00	\$408.00	\$300.40	
MCS HSA CONTRIBUTION	\$50/MO	\$50/MO	\$0/MO	\$50/MO	\$0/MO	\$50/MO	\$0/MO	\$50/MO	

BROAD NETWORKS									
BCBS Network P & Cigna Open Access	HEALTH PLAN OPTIONS	EMPLOYEE ONLY *\$75/mo surcharge		EMPLOYEE + CHILD(REN) *\$85/mo surcharge		EMPLOYEE + SPOUSE *\$150/mo surcharge		EMPLOYEE + FAMILY *\$150/mo surcharge	
		2024	2025	2024	2025	2024	2025	2024	2025
		Premier PPO	\$186.68	\$135.33	\$630.00	\$333.80	\$877.00	\$489.60	\$1,001.00
Standard PPO	\$136.27	\$110.05	\$588.50	\$306.46	\$820.00	\$465.40	\$935.50	\$514.40	
Limited PPO	\$74.97	\$75.00	\$558.00	\$194.10	\$778.50	\$448.00	\$887.50	\$494.00	
Local CDHP/HSA	\$67.56	\$75.00	\$492.50	\$180.30	\$689.00	\$410.00	\$784.50	\$450.40	
MCS HSA CONTRIBUTION	\$0/MO	\$0/MO							

DENTAL PREMIUMS

BCBS	DENTAL PLAN OPTIONS	EMPLOYEE ONLY	EMPLOYEE + 1 DEPENDENT	EMPLOYEE + 2 OR MORE DEPENDENTS
		2025	2025	2025
		Basic Dental	\$0.00	\$23.53
Enhanced Dental	\$16.59	\$58.68	\$116.22	

VISION PREMIUMS

BCBS	VISION PLAN OPTION	EMPLOYEE ONLY	EMPLOYEE + CHILD(REN)	EMPLOYEE + SPOUSE	EMPLOYEE + FAMILY
		2025	2025	2025	2025
		Vision	\$8.20	\$16.87	\$16.08

I

Agenda Item Title: Capital Improvement Plan

Board Meeting Date: August 27, 2024

Department: School Operations

Presented by: Mr. Don Barch

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Summary

The capital improvement plan is presented to the Board for review. This plan has been updated to outline major projects and purchases over the next six years. The plan will continue to be updated annually based on needs.

This item is presented as a report tonight for discussion. Formal approval will be in September.

The Board last approved a revision to the plan on September 5, 2023 to account for the reallocation of County Shared Bonds due to increases in previously approved projects.

Staff will use the Board approved plan as we work with the City of Murfreesboro to address needs.

The plan includes potential funding sources:

CSB: County Shared Bond funds designated for school capital needs

GP: The school district's general purpose budget

CIP: Requests that will be made to include in the City of Murfreesboro CIP.

Other funds are identified as needed.

Staff Recommendation

For discussion only

Fiscal Impact

CSB: \$14,810,617

GP: \$8,599,000

CIP: \$69,765,000 (including a potential new school at \$55,000,000)

Other funding: \$5,474,426

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success

Agenda Item Title: 2024-2025 Director's Performance Evaluation Instrument

Board Meeting Date: September 10, 2024

Department: Legal

Presented by: Lauren Bush

Board Agenda Category:

Consent Agenda

Action Item

Reports and Information

Requires City Council Approval: Yes No

Summary

Pursuant to State statute and Board Policy 5.803, the Board is required to annually evaluate the Director of Schools through a set of performance objectives based on the needs of the school district. The proposed Director's Performance Evaluation Instrument will include qualitative and quantitative objectives to evaluate the Director in the areas of job performance, student achievement, relationships with staff and personnel, relationships with Board members, and relationships with the community.

Minor changes have been made from last year's document to better align with district goals and priorities.

Staff Recommendation

The 2024-2025 Director's Performance Evaluation Instrument is presented for information and review

Fiscal Impact

No fiscal impact

Connection to MCS's Five-Year Strategic Plan

- Known:** Every student will be *known* through whole-child programs and support.
- Safe:** Every student will be *safe* through equitable access to buildings, facilities, and infrastructure that meets their needs.
- Challenged:** Every student will be *challenged* by learning from highly effective educators and employees.
- Empowered:** Every student will be *empowered* through academic success



2024-2025

Director of Schools

**PERFORMANCE
EVALUATION
INSTRUMENT**

Dr. Trey Duke

Murfreesboro City Schools

Director of Schools Performance Evaluation Instrument Guidelines

Pursuant to Tennessee Code Annotated 49-2-203(a)(15) and Murfreesboro City School Board Policy 5.803, the Board of Education is required to annually evaluate the Director of Schools through a set of performance objectives based on the needs of the school district. Pursuant to Tenn. Code Ann. 49-2-203(a)(15), the performance evaluation instrument must address the areas of job performance, student achievement, relationships with staff and personnel, relationships with Board members, and relationships with the community.

This performance evaluation instrument provides Board members with a comprehensive performance evaluation system that complies with the statutory and policy requirements for the annual evaluation of the Director of Schools. This evaluation instrument must be supported by objective evidence and Board members must consider evidence prepared by the Director of Schools. This evaluation instrument will be updated annually in cooperation with the Board and the Director of Schools.

Evaluation Components and Rating Scales

The performance evaluation instrument shall be composed of the following sections:

Section I: Qualitative

1. **Administrator Survey:** The survey will consist of performance standards described by a list of performance indicators and will be administered to school principals and district personnel designated as "Senior Leadership" annually in May. The administrator survey will be administered anonymously.
2. **Board Observational Data:** This component will consist of performance standards described by a list of performance indicators with rating scales to be completed by Board members annually in May.

Section II: Quantitative

3. **Annual Objectives:** A rating tool to be completed Board members annually in May reviewing the Director's performance in achievement of Board goals and the district's strategic plan.

The evaluation rating scale to be used is as follows:

5	Significantly Above Expectations
4	Above Expectations
3	At Expectations
2	Below Expectations
1	Significantly Below Expectations

Explanation of Evaluation Rating Scale:



Weighted sectional averages shall be:

Section I: Qualitative

Administrator Survey	33%
Board Observational Data	33%

Section II: Quantitative

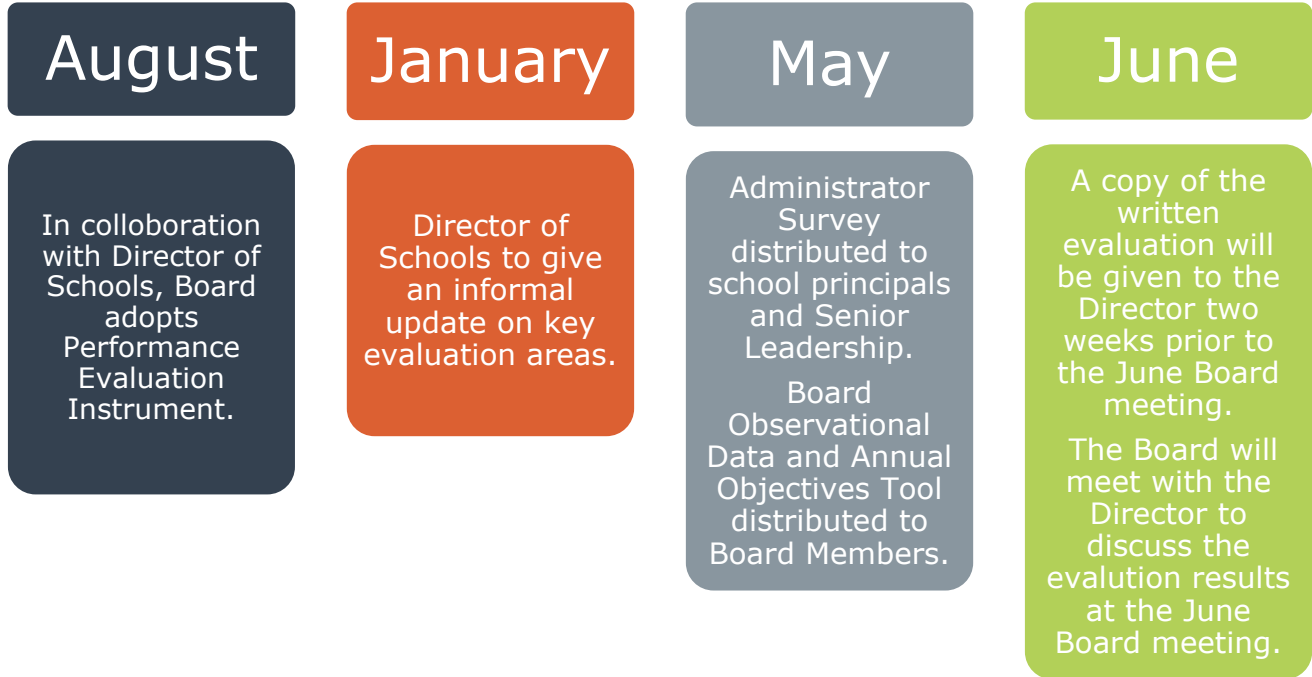
Achievement of Board Goals and Strategic Plan	33%
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A satisfactory score will be if the average overall score is 3.00 or above.

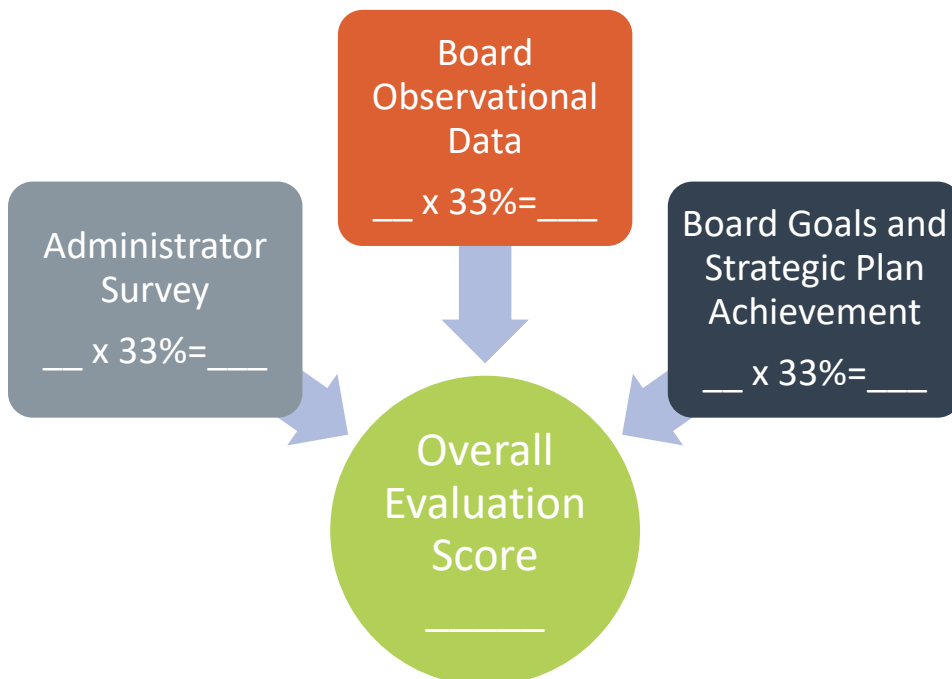
A copy of the written evaluation shall be delivered to the Director of Schools two weeks prior to the June Board meeting. The Director of Schools shall have the right to make a written or oral response to the evaluation. Any written response by the Director to the evaluation will be incorporated into the final evaluation document maintained by Murfreesboro City Schools.

Performance Evaluation Instrument Timeline

The following dates are provided for guidance in implementing the evaluation instrument, however key dates may be amended by mutual agreement of the Director of Schools and Board of Education.



Director of Schools Overall Evaluation Score





Director of Schools 2024-2025 Performance Evaluation Instrument Administrator Survey

Performance Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2024-2025 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
The Director develops clear expectations.					
The Director models good communication skills.					
The Director is knowledgeable about the curriculum.					
The Director ensures that funds are spent wisely.					
The Director holds me accountable for my job responsibilities.					
The Director supports professional learning activities for teachers and administrators.					
The Director maintains positive relationships with administrators.					
The Director enforces Board policy in a fair and consistent manner.					
The Director ensures the safety of students and school personnel.					
The Director ensures district compliance with federal, state and local statutes, regulations, policies, and procedures.					
The Director has an effective plan to recruit competent employees.					
The Director takes an active leadership role in the instructional improvement of the district.					
The Director evaluates my performance in a fair and consistent manner.					
The Director interacts effectively with district employees.					
The Director is accessible to administrators.					
The Director develops good staff morale and loyalty to the system.					
The Director works effectively with the School Board.					
The Director involves administrators as much as possible in decision-making.					
The Director listens to suggestions from the administrative staff.					
The Director demonstrates a caring attitude.					

Administrator Comments:



**Director of Schools
2024-2025 Performance Evaluation Instrument
Board Observational Data**

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2024-2025 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Vision - As the district’s educational leader, the Director must articulate a strong vision for continuous improvement throughout the district. This standard evaluates the Director’s focus on shaping the district’s culture of teaching and learning and setting high expectations for students and staff.					
Director works collaboratively with Board members, staff, and community to develop long-term strategic plans.					
Director uses student academic achievement data and student/family demographic data to determine priorities and aligns vision and strategic plan to those identified needs.					
Director provides leadership in the development of a shared vision for educational improvement and of a strategic plan to attain that vision.					
Director clearly articulates the district’s vision, strategic plan, and priorities to the community, stakeholders, and media.					
Director seeks and obtains resources necessary to support the implementation of the district’s vision and strategic plan.					
Director recognizes and celebrates the contributions of school community members to the realization of the vision.					
Director provides consistent, clear communication with Board members and district stakeholders on progress towards long-term goals.					
Director monitors, evaluates, and revises strategic plan and goals to meet the needs of the district.					
Director develops, implements, promotes, and monitors a continuous improvement process through use of vision and goal setting.					
Establishes partnerships with area businesses, institutions of higher education, and community groups to make progress toward vision and strategic plan.					
Total Mean Score for Vision:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2024-2025 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Instructional Leadership and Student Achievement – The Director is responsible for prioritizing student achievement. This standard evaluates the Director’s ability to ensure that curricular design, instructional strategies, and learning environments integrate appropriate education methods to maximize student learning and achievement.					
Director applies and communicates statistical academic data to identify strengths and weaknesses in programs and practices to ensure continuous academic growth.					
Director implements effective methods of monitoring, evaluating, and reporting student achievement.					
Director involves staff and stakeholders in the enhancement and renewal of curriculum to ensure alignment of curriculum, instruction, and assessment.					
Director reviews analyses of student academic achievement through standardized test results and other academic sources by school and by subgroup.					
Director works collaboratively with staff in using student achievement data to determine and offer relevant professional development opportunities.					
Director meets with principals and district leadership regularly to provide feedback on goal achievement and to assess ongoing school improvement efforts.					
Director reviews, reports, and responds appropriately to State accountability measures.					
Director recognizes and celebrates student accomplishments.					
Director leads district and school-level leaders in the development of specific district/school objectives and key results action plans in response to student achievement data. Director regularly monitors the implementation of action plan with leaders.					
Director identifies, clarifies, and addresses barriers to student learning.					
Director establishes comprehensive systems of academic and social supports to meet the needs of all students.					
Director provides resources and materials to accomplish instructional goals for all students.					
Total Mean Score for Student Achievement:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2024-2025 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Organizational Management - The Director is responsible for the management of the district's resources while providing a safe and supportive learning environment for students and staff. This standard evaluates the Director's ability to manage the district's resources in an efficient, effective, and transparent manner that demonstrates prudent fiscal stewardship and an ability to adapt to emerging challenges.					
Director collaboratively plans and prepares a fiscally responsible budget to support the district's vision and strategic plan.					
Director makes sound fiscal decisions, aligning with the district's strategic plan, and establishes clear and transparent systems of fiscal control and accountability.					
Director has an effective plan to recruit and assign the best available personnel in terms of personal and professional competence.					
Director aligns and allocates the district's financial, human and material resources to the goals of the district.					
Director implements appropriate management techniques and group processes to define roles, delegate activities and responsibilities and determine accountability for goal attainment.					
Director develops, implements, and promotes procedures and practices to effectively address emergencies such as weather, threats to school, student violence, and trauma.					
Director identifies and addresses problems and challenges in a timely and effective manner, involving relevant stakeholders in analyzing problems and developing solutions.					
Director demonstrates knowledge of school facilities and develops a process that builds internal and public support for facility needs, including bond issues and capital improvement plans.					
Director utilizes external human and material resources that support or enhances the achievement of goals or objectives.					
Director provides accurate and timely reports to the Board on the financial condition of the school system.					
Director implements and enforces the district Code of Conduct effectively and consistently.					
Director acquires, allocates, and manages district resources in compliance with all applicable federal, state, and local regulations.					
Total Mean Score for Organizational Management:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2024-2025 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Communication and Community Relations - This standard evaluates the Director’s ability to communicate effectively with the broader community, including staff, students, and parents/guardians, and to actively engage the community in productive partnerships. It also focuses on the Director’s advocacy on behalf of the district with other government and community officials.					
Director demonstrates effective communication skills (written, verbal and non-verbal contexts, formal and informal settings, large and small group and one-on-one environments).					
Director maintains visibility and accessibility to district staff.					
Director collaborates with staff, families and community leaders and responds to identified needs of schools, students, and staff.					
Director develops strong staff morale and loyalty to the school district.					
Director serves as an articulate spokesperson and advocate for the district and represents the district favorably, as appropriate, at the local and state level.					
Director establishes and maintains partnerships with community agencies to provide additional resources to support the district.					
Director ensures that communication occurs among the community concerning trends, issues, and potential changes to school operations.					
Director engages in ongoing dialogue with representatives of diverse community groups.					
Director develops and utilizes lines of communication with decision-makers outside of the district (e.g., community leaders).					
Director promotes and expects a district-wide climate of tolerance, acceptance, and civility.					
Director establishes a culture that encourages responsible risk-taking while requiring accountability for results.					
Director maintains a system for actively engaging the media to promote the district and provide timely, effective information.					
Director encourages parental involvement, seeks parental feedback and uses parental feedback in program planning.					
Director builds public support for the district through structured events and engagements.					
Total Mean Score for Communication and Community Relations:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2024-2025 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Professionalism - The Director of Schools serves as a role model for staff and students. This standard evaluates the Director's ability to model professional and ethical standards and work in a collegial and collaborative manner with district stakeholders.					
Director examines personal and professional values to develop a personal and professional code of ethics that demonstrates personal integrity.					
Director demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance.					
Director accepts responsibility for school operations.					
Director maintains a professional demeanor and appearance appropriate to responsibilities.					
Director protects the confidentiality of students and staff.					
Director demonstrates flexibility and a collaborative attitude in supporting the Board and staff members.					
Director participates in professional growth activities, including conferences, workshops, course work and/or membership in professional organizations at the local, state and/or national level.					
Director models and promotes multicultural awareness and the appreciation of diversity in the community.					
Director is knowledgeable about applicable laws regarding individual and group rights and responsibilities and scrupulously avoids actions that might violate those rights.					
Director models professionally appropriate communication skills, interpersonal relations, and conflict resolution skills.					
Director sets goals for self-improvement of skills and professional performance.					
Director provides staff opportunities for leadership development and implements strategies to retain high-quality personnel.					
Director provides staff with shared leadership and decision-making opportunities that promotes a climate of collaboration.					
Director treats all personnel fairly without favoritism or discrimination while demanding high performance standards.					
Director recognizes and celebrates staff for professional achievements.					
Total Mean Score for Professionalism:					

Performance Standards & Indicators Please rate the Director of Schools for each of the performance indicators using the rating scale provided. Please see the 2024-2025 Performance Evaluation Instrument for an explanation of each of the rating scale categories.	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
Governance and Board Relationships – The Director of Schools has a critical role in promoting effective, shared governance. This standard evaluates the Director’s ability to foster strong partnership with the School Board, and the Director’s ability to act in accordance with Board policies, procedures, applicable law and system of public school governance.					
Director has a positive working relationship with the Board.					
Director keeps all Board members informed, as appropriate, on issues, needs, and operation of the district, including employment, promotion, and dismissal of personnel.					
Director offers professional advice to the Board on items requiring Board action, with appropriate recommendations based on thorough study and analysis.					
Director provides Board meeting materials that are accurate and comprehensive with all adequate background information included.					
Director maintains and improves relations with the Board through Board workshops, retreats, and training sessions.					
Director treats all Board members fairly without favoritism or discrimination.					
Director refrains from criticism of members of the Board.					
Director immediately addresses honest, objective differences of opinions between the Director and any or all members of the Board, in an earnest effort to resolve such difference immediately.					
Director seeks and accepts constructive criticism from the Board.					
Director bases position on matters requiring Board action upon principle and is willing to maintain that position without regard for popularity until a final Board action has been taken, after which time the Director will support the decision of the Board.					
Director is actively involved in the development, recommendation, and administration of Board policies.					
Director supports and enforces Board policies and informs stakeholders of changes to Board policies.					
Director develops and maintains administrative directives that support the application of Board policy.					
Director maintains understanding and respect between Board and district personnel.					
Total Mean Score for Governance and Board Relationships:					

Director of Schools 2024-2025 Performance Evaluation Instrument Achievement of Board Goals and Strategic Plan

<p>Performance Objective 1: Develop a school district strategic plan.</p> <p>The following performance indicators assess the successful implementation of performance objective 1:</p>	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
<p>Annual CIP has been revised annually to address the most pressing needs of the district.</p>					
<p>The Five-Year Strategic Plan is updated annually to address current needs and Director has established tracking system to monitor implementation.</p>					
<p>Performance Objective 2: Implement the Five-Year Strategic Plan</p> <p>The following performance indicators assess the successful implementation of performance objective 2:</p>	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
<p>Decrease the percentage of out-of-school suspensions using the State's AMO reduction target formula.</p>					
<p>Maintain a minimum of 10% in unassigned fund balance while proactively creating a long-term plan for fund balance reserves above 10%.</p>					
<p>Provide leadership training opportunities to ensure the district is preparing for succession planning.</p>	NEW for 2024-2525				
<p>Create a salary comparison with neighboring districts and revise classified and certified salary scales to ensure Murfreesboro City Schools remains highly competitive in pay.</p>					
<p>Performance Objective 3: Develop a budget for the Board as outlined in compliance with Board policy, Board annual agenda, and TDOE guidelines.</p> <p>The following performance indicators assess the successful implementation of performance objective 3:</p>	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
<p>A budget document was presented to the Board for approval in compliance with Board policy, Board annual agenda, and TDOE guidelines.</p>					
<p>District budget aligns to the needs of the district and includes feedback from stakeholders.</p>					

The following was removed since this has been accomplished: "Increase school coverage for mental health providers from 60%- 100% in school."

Performance Objective 4: Ensure that there is a continuous improvement plan for student achievement and growth. The following performance indicators assess the successful implementation of performance objective 4:	5- Significantly Above Expectations	4- Above Expectations	3- At Expectations	2- Below Expectations	1- Significantly Below Expectations
District's final determination status based on TN accountability protocol: <ul style="list-style-type: none"> - Exemplary – 5 - Advancing – 4 - Satisfactory – 3 - Marginal – 2 - In Need of Improvement – 1 <i>Data Source: District Heat Maps</i>					
Success Rate Score (proficiency in ELA and Math) for "All Students" status based on TDOE Accountability Rules using AMOs/Absolute Performance: <ul style="list-style-type: none"> - 4 points earned on success rate= evaluation score of 5 - 3 points earned on success rate= evaluation score of 4 - 2 points earned on success rate= evaluation score of 3 - 1 point earned on success rate= evaluation score of 2 - 0 points earned on success rate= evaluation score of 1 <i>Data Source: District Heat Maps</i>					
Average Score for student subgroups (BHN, ED, EL, SWD) status based on TDOE Accountability Rules. Includes success rate, chronically out of school, English language proficiency: <ul style="list-style-type: none"> - 3.1-4.0 points earned on success rate=evaluation score of 5 - 2.1-3.0 points earned on success rate=evaluation score of 4 - 1.1-2.0 points earned on success rate=evaluation score of 3 - 0.5-1.0 points earned on success rate=evaluation score of 2 - 0-0.5 points earned on success rate=evaluation score of 1 <i>Data Source: District Heat Maps</i>					
TVAAS System-Wide Composite: <ul style="list-style-type: none"> - 5=5 - 4=4 - 3=3 - 2=2 - 1=1 	Previously this was listed as Literacy and Numeracy. The composite score also includes science growth				